

HUMBOLDT STATE UNIVERSITY

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Bid Number:PW20-2

Bid Opening Date: Friday, October 16, 2020

Bid Opening Time: 3:00 p.m.

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**IFB #PW20-2, EXHIBIT A
NOTICE TO CONTRACTORS**

CCAT MINI SPLIT HEAT PUMP, PROJECT #XHF034

**Humboldt State University
1 Harpst Street, Arcata, CA 95521-8299**

The Trustees of the California State University will receive bid proposals by email only to A.Gail.Dungan@humboldt.edu, for Invitation for Bids (IFB) #PW20-2, for the Humboldt State University, (HSU). The email subject must state it is your bid proposal for IFB #PW20-2. Bid Proposal Packages will be received by email until 3:00 p.m. on Friday, October 16, 2020, in accordance with the contract documents, at which time the proposals will be publicly opened and read via Zoom meeting. This Zoom meeting information will be posted at <https://procurement.humboldt.edu/bids/construction>.

In general, the work consists of the installation of a new Mini Split Heat Pump system in the CCAT Building, including a new exterior concrete pad to house the heat pump, on the Humboldt State University campus as per the attached drawings, and in accordance with the IFB documents.

A pre-bid meeting and walkthrough has been scheduled for Tuesday, October 6, 2020, at 10:00 a.m. Interested bidders should assemble at the conference room in Facilities Management, at the corner of 14th and B Streets, on the campus. It is strongly recommended that contractors attend this walkthrough, as it may be the only time bidders can walk through the project area.

Each bidder offering a proposal must comply with bidding provisions of Article 2.00 *et seq.* in the Contract General Conditions, and should be familiar with all the provisions of the Contract General Conditions and Supplementary General Conditions.

The Trustees require the successful bidder to achieve three percent (3%) DVBE participation in contracting construction projects as established in the bidding documents, and bidders shall identify the DVBEs to be used to satisfy this requirement in their bids. For bid evaluation purposes only, the Trustees is granting a DVBE bid incentive as described in Exhibit C, Contract General Conditions for Design-Bid-Build Minor Projects, Section 2.11.g. Bidders shall contact the Trustees' DVBE Coordinator at A.Gail.Dungan@humboldt.edu.

This project is a public works project and is subject to prevailing wage rate laws (Contract General Conditions, Article 4.02). All contractors and all tiers of subcontractors who will work on this project shall register to bid and work on public works projects with the Dept. of Industrial Relations, and maintain current this registration pursuant to Labor Code section 1725.5. For more information, go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

It will be the responsibility of each bidder to fulfill requirements within this IFB. Bids will be accepted only from contractors licensed in the State of California with a C-20, Warm-Air Heating, Ventilating and Air-Conditioning Contractor, or a B, General Building Contractor, license and registered with the DIR to bid public works projects.

The IFB documents are posted and can be viewed at <https://procurement.humboldt.edu/bids/construction>. Any questions should be made in writing to A. Gail Dungan at A.Gail.Dungan@humboldt.edu before 5:00 p.m. on Wednesday, October 7, 2020.

**IFB # PW20-2, EXHIBIT B
BID PROPOSAL FORM FOR DESIGN-BID-BUILD PROJECT
CCAT MINI SPLIT HEAT PUMP, PROJECT #XHF034
Humboldt State University
1 Harpst Street, Arcata, CA 95521**

To the Trustees of the California State University, on behalf of the State of California (hereinafter called the Trustees):

The undersigned bidder hereby offers, in the lump sum amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the installation of a new Mini Split Heat Pump system in the CCAT Building, including a new exterior concrete pad to house the heat pump, on the Humboldt State University campus, and hereby agrees to enter into contract for CCAT Mini Split Heat Pump, Project #XHF034, if this offer is accepted by the Trustees.

TOTAL AMOUNT OF BASE BID: \$ _____ LUMP SUM
(Use figures only)

The above amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable taxes. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. The bidder agrees that if there are any discrepancies or questions in the figures, the Trustees will use the lower figure despite the bidder's intent. The Trustees reserve the right to reject any and all bids and to waive any irregularities.

BASIS OF AWARD

(CA PCC 10780.5(a)) The lowest bid for this public works contract shall be based on the Base Bid price. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. Refer to Specification Section 01 03 00 Bid Alternates.

SPECIFY THE NUMBER OF EACH ADDENDUM YOU HAVE RECEIVED ON THE LINE BELOW.

The bid is subject to the provisions contained in the Contract General Conditions (note especially Article 2.00 *et seq.* regarding instructions to bidders), and the bidder agrees that failure to comply with the conditions thereof shall be basis for rejection of this bid.

Five Percent Small Business Preference

The undersigned bidder is hereby requesting the five percent Small Business Preference. To receive the five percent bid advantage, Bidder must submit with its bid a completed "Small Business Preference and Certification" form 701.09, and also indicate its intent by checking the appropriate response below:

By checking the appropriate box below, Bidder is requesting the five percent Small Business Preference, as either a:

- 1) CA certified Small Business upon verification in accordance with the CA Code of Regulations, Title 2, Section 1896.2, having applied for certification no later than 5:00 p.m. on bid opening date, or Yes No
- 2) Non-small business that commits to subcontracting at least 25% of its net bid price to CA certified small businesses and/or microbusinesses. Yes No

If Proposer checks one of the boxes above, and submits the completed Small Business Preference and Certification form 701.09, the Trustees will grant a bid preference of 5% of the lowest responsive bidder's bid. Reference the Contract General Conditions and Supplementary General Conditions for Design-Bid-Build Project, Article 2.12, Small Business Five Percent Bid Advantage.

DVBE Participation / Request for DVBE Bid Incentive

The Trustees require the successful bidder to achieve three percent (3%) DVBE participation in contracting construction projects as established in the bidding documents. Bidder will list its DVBE subcontractors/suppliers with its bid. Bidders shall contact the Trustees' DVBE Program Advocate at A.Gail.Dungan@humboldt.edu.

The Trustees are granting a DVBE Bid Incentive, for bid evaluation purposes only, in accordance with the Contract General Conditions (for Design-Bid-Build Major Projects, Article 2.13, and for Design-Bid-Build Minor Projects, Article 2.11). Bidder shall indicate whether or not Bidder is requesting the DVBE Bid Incentive by checking the appropriate response

below. Bidder commits to subcontract at least the percentage of DVBE participation of its net bid price as stated hereon with one or more DVBE(s).

DVBE Participation	Incentive
3.00% to 3.99%	None
4.00% to 4.99%	1%
5.00% to 5.99%	2%
6.00% or more	3%

Bidder is requesting the DVBE Bid Incentive (check one): Yes No

Bidder shall indicate its Total DVBE Participation Percentage Commitment in the spaces below:

3% Mandatory + _____% DVBE Incentive = _____% Total DVBE Participation Percentage Commitment

Bidder must submit its bid on this Bid Proposal Form, completely filled out and emailed to A.Gail.Dungan@humboldt.edu before 3:00 p.m. on Friday, October 16, 2020, or it will be disregarded. The Trustees will only accept bids from prequalified contractors with current California State License Board-issued C-20, Warm-Air Heating, Ventilating and Air-Conditioning Contractor license and current California Department of Industrial Relations Public Works Registration number.

Bidder shall enclose with this Proposal Form bidder's security in the amount equal to at least ten (10) percent of the amount of bid in accordance with the Contract General Conditions (for Design-Bid-Build Major Projects, Article 2.06-c, and for Design-Bid-Build Minor Projects, Article 2.04-c). If the Trustees award a contract to the Bidder, and Bidder then fails to execute the contract, Bidder shall forfeit its bidder's security to the State.

The work on this project shall begin as soon as a contract is fully executed, and a Notice to Proceed has been issued, with a Total Completion date of Sunday, November 22, 2020. Liquidated damages shall be \$500 for each calendar day completion is delayed beyond the time prescribed for the project.

-End of Bid Proposal Form for Design-Bid-Build Project-

**CONTRACT
GENERAL CONDITIONS
FOR
DESIGN-BID-BUILD
MINOR PROJECTS**



THE CALIFORNIA STATE UNIVERSITY

Prepared by:
OFFICE OF THE CHANCELLOR
CAPITAL PLANNING, DESIGN AND CONSTRUCTION

(www.calstate.edu/cpdc)

Revised March, 2019

Contract General Conditions for Design-Bid-Build Minor Projects Revisions Made Since Last Update:	
Article No.	Revision Description
General	Supplementary General Conditions were incorporated into this document.
General	Many passages reworked from passive to active voice.
1.00	Definitions. Added Sample Forms.
2.01-b	Dept. of Industrial Relations Public Works Registration: refreshed web link.
2.04-a	Bid Proposal Package, sections (1)-(3).
2.09	CA Company, etc. Renumbered section from 2.10 to 2.09.
2.10	Small Business. Renumbered section from 2.09 to 2.10. Deleted and replaced 2.10-b (2), Penalty with new section (2), Failure to Subcontract with Listed Small Businesses.
3.03	Contract Bonds: refreshed web links to CA Department of Insurance and to US Treasury listing.
4.02-b	Nondiscrimination. Deleted and replaced with updated language.
4.03-f	Archaeological Finds. Added web link to California Archaeological Inventory.
4.03-h	Buy Clean California Act. New section added per Public Contract Code section 3500 <i>et seq.</i> (per enactment of AB262).
4.08-a	Quality Control. Deleted “or registered Civil Engineer (pre-1982 license)”.
4.08-d	Safety. Broke out the requirements into six numbered sections.
4.14-c	Adjustment of Contract Time due to Acts of God, etc.: listed causes for delay for clarity (was in paragraph form).

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FOR DESIGN-BID-BUILD MINOR PROJECTS**

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CONTRACT GENERAL CONDITIONS FOR DESIGN-BID-BUILD MINOR PROJECTS

1.00 - DEFINITIONS

Acceptance - When the Project is complete in all respects in accordance with the Plans and Specifications, and the Contract has been otherwise fully performed by the Contractor, to the full satisfaction of the Trustees, the Trustees will accept the Project as complete.

Addendum - A document issued by the University during the bidding period that modifies or supersedes portions of the Contract Documents.

Agreement - A form executed by both the Contractor and the Trustees, that provides the Work will be done in accordance with the Contract Documents, as approved and on file with the Trustees and as incorporated into the Contract Documents by reference.

Allowance - Allowances are allocations of the Contract Amount to portions of the Work that could not be specified sufficiently for competitive bidding.

Architect - The person or organization, including the authorized representatives thereof, commissioned by the University for the design of the Project. For projects on which an engineer or landscape architect is commissioned instead of an architect, the term "Architect" shall mean the design professional so commissioned for the Project.

Bid Date - The day on which bid proposals for a project are opened.

Bidder - Any individual or business entity acting directly or through an authorized representative that submits a proposal for the Work.

Business Day - Calendar Day excluding Saturdays, Sundays, national holidays or state holidays; same as Working Day.

Campus - The California State University campus on which the Project is located.

Capital Planning, Design and Construction (CPDC) - A department within Business and Finance, a division in the Office of the Chancellor of The California State University, responsible for all major capital outlay projects.

Change Order - A written agreement entered into after the award of the Contract that alters or amends the executed Contract.

Construction Administrator - The person delegated by the Trustees to manage the construction phase of the Project, and authorized to approve changes to the Contract.

Construction Documents - The Contract General Conditions, Plans, Specifications, and Addenda related to the bidding and construction of the Project.

Construction Inspector - The Inspector on the Project Site who receives administrative direction from the University.

Construction Schedule - The Contractor's time use plan for completing the Work within the Contract Time.

Contract - The Contract Documents which collectively represent the entire agreement between the University and the Contractor, and which supersede any prior negotiations, representations, or agreements either written or oral.

Contract Amount - The amount of compensation stated in the Agreement for the performance of the Work, as adjusted by Change Order.

Contract Documents - The Bid Proposal Form, Notice to Contractors, Plans, Specifications, Addenda, Agreement, Bonds, Contract General Conditions, Supplementary General Conditions, Special Conditions, Change Orders, and any other documents so designated by the Trustees.

Contract Time - The period of time, set out in calendar Days, established in the Contract Documents within which the Work must be completed. The Contract Time may be adjusted by time extensions through Change Orders.

Contractor - The individual or business entity that has entered into this Agreement with the University.

Day - Unless otherwise indicated herein, day is a calendar day.

Executive Facilities Officer - University official who oversees the capital outlay process.

Field Instruction - A written order from the University to the Contractor, signed by the Construction Administrator.

Plans - The drawings which include elevations, sections, details, material and equipment schedules, diagrams, information, notes, or reproductions or any of these, and which show the location, character, dimension, or details of the Work.

Prevailing Wages - The general prevailing rate of wages identified by the Director of the Department of Industrial Relations of the State of California pursuant to section 1770 of the Labor Code.

Progress Schedule - The periodically updated Construction Schedule that reflects the actual progress of the Work and impacts on the Work thereby maintaining a current projected date of completion. Impacts on the Work include, but are not limited to, anticipated delays, re-sequencing of tasks, and Change Orders.

Project - The total Work required by the Contract.

Sample Forms – Many of the forms referenced herein, are available on the CPDC website.

Site - The area specified in the Contract for the Project and the area made available for the Contractor's operation.

Specifications - The instructions and requirements which complement the plans and which describe the manner of performing the Work or the quantities, qualities and types of materials to be furnished.

State - State of California.

Subcontractor - Contractor that is under contract to the Contractor or another subcontractor for completion of a portion(s) of the Work. **Superintendent** - The representative of the Contractor at the construction Site, who is authorized to receive instructions from the University, and who is authorized to direct the performance of the Work on behalf of the Contractor.

Supplier or Vendor - Any individual or business entity that contracts with the Contractor to provide materials or equipment.

Trustees - The Board of Trustees of the California State University and their authorized representatives who act on behalf of the Trustees. Reference Executive Facilities Officer and Construction Administrator.

University - The California State University campus upon which the Project is located and the University President and other University officers and employees acting within the scope of their duties.

Work - That which is proposed to be constructed or done under the Contract, including the furnishing of all labor, materials, and equipment.

Working Day - Day excluding Saturdays, Sundays, national holidays or state holidays; same as Business Day.

2.00 - BIDDING

2.01 License and Public Works Registration.

a. License.

No Bidder may bid on Work for which it is not properly licensed. The Trustees shall disregard any bid received from a Bidder who is not properly licensed (Business and Professions Code section 7028.15). Nor will the Trustees award a Contract to a Bidder who does not possess the appropriate contractor's license, which is that specified in the Notice to Contractors. Bidders participating in a joint venture must individually possess a current license when submitting the joint venture bid, and the joint venture must possess a joint venture license at the time of award (Public Contract Code section 3300).

b. Public Works Registration with Department of Industrial Relations

The Trustees will only issue public works bids and award public works contracts to currently registered contractors and subcontractors on the Trustees' public works projects. All bidders and subcontractors of all tiers must register to bid public works projects with the Department of Industrial Relations (DIR), and obtain and maintain current registration numbers (Labor Code section 1725.5). Note: DIR will assess a penalty on any public works contractor who allows its registration to lapse. DIR will also assess a penalty on any contractor who subcontracts to any contractor who is not registered with the DIR for each day the subcontractor is not registered. For more information review the DIR public works registration requirements at <https://www.dir.ca.gov/Public-Works/Contractors.html>.

The following applies to this Contract:

- A contractor will not be in violation for working on a private Project that is later determined to be public work;
- Contractor shall check the public works registration for all subcontractors that it proposes to list to ensure that each subcontractor is registered to bid public works projects with the DIR;
- An unregistered contractor or subcontractor can be replaced with one who is registered;
- A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work.

c. Joint Ventures.

If two or more prospective Bidders desire to bid as a joint venture on a single project, they must file an affidavit of joint venture form [703.12](#) with the Trustees at least five (5) Days prior to the date and time set for opening bids on a form

obtained from the Trustees. The affidavit of joint venture is valid only for the specific project for which it is filed. Each party to the joint venture must be prequalified, as provided herein, at least one (1) Business Day before the time set for opening bids.

If the Trustees announce that the joint venture is the successful bidder, the joint venture shall, prior to the Trustees' award of the Contract:

- 1) obtain the joint venture license (Business and Professions Code sections 7029 and 7029.1), and
- 2) register the joint venture with the Department of Industrial Relations.

2.02 Necessity for Careful Examination of Site, Plans, and Specifications

The Bidder shall carefully examine the Site and the Plans and Specifications for the Project and shall investigate and be satisfied as to the conditions to be encountered, and shall also investigate:

- a. the character and quantity of surface and subsurface materials or obstacles to be encountered,
- b. rights of way and easements at or near the Site,
- c. the Work to be performed, and
- d. materials to be furnished and as to the requirements of the Proposal, Plans, and Specifications for the Project. Reference Article 4.10, Responsibility to Secure and Pay for Permits, Licenses, Utility Connections, Etc.

Bidder certifies that Bidder has complied with the requirements of this provision by the submission of its bid.

Any failure by the Bidder to acquaint itself with information that is available or with reasonable investigation may be available will not relieve it from responsibility to estimate properly the difficulty or cost to perform the Work. Such examination does not require independent underground soils borings unless required elsewhere.

2.03 Clarification during Bidding

The Bidder shall examine the Plans and Specifications in preparing the bid and shall report to the University any omissions, discrepancies, or errors found in the Plans and Specifications. Before the date of bid opening, the Bidder shall submit a written request for clarification to the University who may give such clarification in the form of an addendum to all Bidders if time permits. Otherwise, in estimating the cost of the Project, the Bidder shall consider that any conflicts shall be governed by Article 5.01, Interpretation of Contract Requirements.

Bidders are advised that the time for submitting a proposed product as "an equal" is no later than 35 Days after the award of contract, unless otherwise specified in the Supplementary General Conditions (Public Contract Code section 3400). Reference Article 5.04-c, Alternatives or Equals.

Only the Architect or the University Official, as identified in the Notice to Contractors, is authorized to answer questions or prepare addenda relative to the Project. Information obtained verbally from any source has no contractual authority, may not be relied upon, and shall have no standing in any event that may occur.

The Bidder is required to acknowledge each addendum on the Bid Proposal Form. Therefore, Bidder is responsible for assuring receipt of all addenda. Bidder shall confirm all addenda with designated University official one (1) Business Day prior to bid opening.

2.04 Bidding Documents

The University will identify in the Project advertisement and in the Notice to Contractors if the project is a paper submittal bid, an electronic submittal bid, or an online submittal bid. Following are forms that Bidder shall tender with its bid in either case:

- a. Bid Proposal Package.

Upon request from a Bidder, the University will furnish a bid proposal package, which when completely filled out and executed by Bidder, may be submitted as a bid. Bids not presented using the furnished bid proposal package shall be disregarded (Public Contract Code section 10764). The bid proposal package is not transferable to another Bidder, and must be submitted in the same name as is used on the Bidder's license. The bid shall be irrevocable for a period of 60 Days after the date of the bid opening.

The University's bid proposal package contains a standard bid proposal form that shall be used for Bidder's proposal. Each proposal shall give the prices proposed in the manner required by the proposal and shall be signed by the Bidder or by the Bidder's duly authorized representative, with its address and telephone number. The University shall reject any proposal submitted that is not signed by the Bidder or by the Bidder's duly authorized representative.

- (1) If an individual makes the proposal, the individual's name, postal address, and telephone number must be shown.
- (2) If made by a partnership, a limited partnership, or other type of legally recognized partnership, the proposal shall have the signature of all partners, or an affidavit signed by all partners empowering one partner as an agent to act in their behalf, and shall include the address and telephone number of the partnership.
- (3) A proposal submitted by a corporation, or a limited liability company (LLC), or other type of legally-recognized firm shall show the name of the state in which the firm is chartered, the name of the firm, its address and telephone

number, and the title of the person who signs on behalf of the firm. The firm shall also submit a certified copy of firm's board action that identifies and authorizes the person who may sign and submit bids for the firm. The Trustees shall reject any proposal submitted that is not signed by the Bidder or by the Bidder's duly authorized representative.

b. Listing of Proposed Subcontractors.

For each proposed subcontractor that will perform Work, labor, or render services for the Bidder in excess of one-half of one percent of the Bidder's total bid, Bidder shall list on its bid proposal the following:

- subcontractor's name,
- California Contractors State License Board-issued contractor license number,
- California Department of Industrial Relations Public Works Registration number,
- the location of the place of business, and
- Bidder shall also state on its proposal the portion of Work or labor or rendition of services that each such subcontractor will do.

For each alternative, Bidder shall list any subcontractor not included in the base contract subcontractor listing.

Within 24 hours after the deadline established for the receipt of bids, or within the timeframe specified in the Supplementary General Conditions, the Bidder must submit a completed List of Subcontractors—Additional Information form, which contains more detailed information, such as complete subcontractor names, addresses, telephone numbers, license and registration numbers, etc. (Public Contract Code sections 4104, 4105 and 4106). Bidder's submittal of a correction to a listed subcontractor's contractor license number, provided that number corresponds to the listed subcontractor's name and location, is not grounds for filing a bid protest or considering the bid nonresponsive (Public Contract Code section 4104).

(1) Non-small Business Bidders Claiming the Small Business Preference.

If a Non-small Business Bidder claims the small business preference, the proposal shall list all subcontractors certified as California small businesses, and the total of these subcontracts shall be at least 25% of the total bid price, including awarded alternatives.

(2) Disabled Veteran Business Enterprises (DVBE) Participation Requirement.

Bidder is required to achieve three percent DVBE participation on this Contract and may qualify for the DVBE bid incentive if Bidder proposes sufficient additional DVBE participation in this Contract. The University will calculate the Bidder's DVBE participation on the total Project bid price, including awarded alternatives. Bidder is required to achieve at least its proposed level of participation at Contract Completion.

Bidder shall list in its bid proposal, on the List of Proposed Subcontractors form, the DVBEs participating in the bid and the dollar amount of participation by each DVBE. The total of the DVBE participation amounts that Bidder provides on the List of Proposed Subcontractors shall equal at least Bidder's proposed percentage of DVBE participation. For each alternative Bidder shall list any DVBE participating in work to be performed on the alternative. If the Trustees grant the DVBE Bid Incentive, if the total amount of DVBE participation equals at least the incentive percentage of the total bid price, including awarded alternatives.

At Contract completion, University shall compare Bidder's actual DVBE participation percentages to the percentages proposed at bid. Bidder's failure to achieve the proposed percentages may subject Bidder to penalties (as described in Article 2.13), and/or may cause the Trustees to question the bidders responsibility in future Trustees' bids.

(3) List of Subcontractors—Additional Information Form.

Bidders shall indicate on this form the dollar amount of each small business (if the Bidder claimed the non-small business bid preference) and each DVBE participating in its bid. Bidder's submittal of a correction to a listed subcontractor's contractor license number, provided that number corresponds to the listed subcontractor's name and location, is not grounds for filing a bid protest or grounds for considering the bid nonresponsive (Public Contract Code section 4104).

(4) Subcontractor Directory.

The successful Bidder shall provide and maintain current information requested on the Subcontractor Directory for all tiers of subcontractors working on the Project, and shall submit the Subcontractor Directory with its signed Contract and with all payment requests. All tiers of subcontractors working on the Project shall register with the DIR in accordance with Article 2.01-b, Public Works Registration with the Department of Industrial Relations.

c. Bidder's Security.

All Bidders shall present bids under sealed cover and have enclosed an amount equal to at least 10 percent of the total amount bid, including alternatives (if additive), as bid security. Bidders may submit the bid security in one of the following forms: cashier's check, or certified check made payable to the University, or a bidder's bond. The University

shall not consider any bid unless Bidder encloses one of these forms of bid security therewith (Public Contract Code section 10765). If the bid security is a bond, a corporation authorized as an admitted surety to issue surety bonds in California, shall execute that bond, and it shall be executed on the form prescribed by the Trustees.

For bids submitted electronically or online, Bidders shall present their bidder's security in electronic form when tendering their bids, and then shall submit original bidder's security within 24 hours of bid opening, or the University will deem their bids nonresponsive.

The Trustees will not accept riders or modifications of any kind on bidder's bonds, and, if presented by Bidder, may result in Bidder's disqualification as nonresponsive. Bidder must use bond document forms approved by the Trustees without alteration.

2.05 Bid Proposals

- a. **Submission of Proposals.**
Bidders shall submit bid proposals as instructed on the bid proposal. It is the Bidder's responsibility to see that its bid is received in the proper time and location. Delays in timely receipt of the bid caused by the United States or the University mail system, independent carriers, acts of God, electronic communication failures, or any other cause shall not excuse late receipt of a bid. The University shall return unopened any bid received after the time specified in the Notice to Contractors or in any addendum (Public Contract Code sections 4104.5 and 10766).
- b. **Withdrawal of Proposals.**
Any bidder withdraw its bid at any time prior to the time fixed in the public notice for the opening of bids but only by a written request from the Bidder or its authorized representative. The request shall be executed by the Bidder or its authorized representative and filed with the Trustees. A request to withdraw a bid proposal orally, either in person, or by use of telegram or telephone is not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. This paragraph does not authorize the withdrawal of any bid after the time fixed in the public notice for the opening of bids (Public Contract Code section 10767).
- c. **Public Opening of Proposals.**
Proposals will be publicly opened and read at the time and place stated in the Notice to Contractors. Bidders or their agents are invited to be present (Public Contract Code section 10780).
- d. **Rejection of Irregular Proposals.**
The University may reject any proposal if it shows any alterations of forms, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. If Bidder changes the bid amount after the amount has been once inserted, Bidder shall initial the change.
- e. **Power of Attorney or Agent.**
When an agent signs the proposal, a power of attorney shall either be on file with the University before the opening of bids or be submitted with the proposal. Failure to submit a power of attorney may result in the rejection of the proposal as irregular and unauthorized. A power of attorney is not necessary in the case of a general partner of a partnership.
- f. **Waiver of Irregularities.**
The University reserves the right to waive minor irregularities in proposals submitted.

2.06 Competitive Bidding

If more than one bid proposal is offered by an individual or business entity or combination thereof, under the same or different names, all such bid proposals may be rejected, or the University may accept the lowest proposal. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are hereby notified that any collusive agreement fixing the prices to be bid in order to control or affect the awarding of this Contract may render void any Contract awarded under such circumstances. The Bidder, by act of submitting a bid, certifies that in the preparation of the bid, no bid was received by the Bidder from a bid depository, which depository, as to any portion of the Work, prohibits, or imposes sanctions for, the obtaining by the Bidder, or the submission to the Bidder by any subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. The certification shall constitute a warranty, the falsity of which shall entitle the University to pursue any remedy authorized by law and shall include the right at the option of University of declaring any Contract made as a result thereof to be void (Business & Professions Code section 16600 *et seq.*).

2.07 Mistake in Bid

As required by Public Contract Code section 5100 *et seq.*, a Bidder shall not be relieved of a bid without consent of the Trustees nor shall any change be made in a bid because of mistakes. However, a Bidder may pursue relief of its bid in accordance with section 5100 *et seq.* of the Public Contract Code.

2.08 Failure to be a Responsible Bidder

In order to be considered for award of a Contract a Bidder must be a responsible Bidder (Public Contract Code section 10780). To be responsible, the Bidder, in the judgment of the University, must be sufficiently trustworthy and possessed of the requisite quality, fitness, capacity and experience to satisfactorily perform the Work (Public Contract Code section 1103). Should the University question Bidder’s responsibility the Bidder shall be given an opportunity to rebut any evidence of non-responsibility, and to present evidence of responsibility. The hearing shall be informal, and an individual appointed by the University to hear the matter may conduct it in whole or in part in writing. A decision concerning the Bidder’s responsibility shall be mailed to the Bidder within ten (10) Days of the conclusion of the hearing. Refer to Article 7.03, Failure to Meet Terms of Contract.

2.09 California Company; Reciprocal Preference against Nonresident Contractors; Certification

The University shall grant a California company a reciprocal preference as against a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts. The amount of the reciprocal preference shall be equal to the amount of the preference applied by the state of the nonresident contractor with the lowest responsive bid, except where the resident contractor is eligible for a California small business preference, in which case the preference applied shall be the greater of the two, but not both.

Each Bidder shall certify at the time of bid that the Bidder qualifies as a “California company,” which means a business entity licensed in California on the date of bid opening and which is one of the following:

- a. a business entity with its prime place of business in California,
- b. an out-of-state contractor whose state does not provide a local contractor preference, or
- c. an out-of-state contractor that has paid at least \$5,000 in sales or use taxes in the immediately preceding five years.

If the Bidder does not qualify as a California company, then it shall indicate the name of the state in which its principal place of business is, and the amount of the local contractor preference in that state (Public Contract Code section 6107).

2.10 Small Business Five Percent Bid Advantage

The Trustees calculate the five percent small business preference as a percentage of the lowest responsive bidder’s bid. For bid evaluation purposes only, if the lowest responsive bidder is a California certified small business, the Trustees will not calculate the five percent bid advantage for any bidders. The only bidders eligible for the DVBE incentive will be California certified small businesses.

- a. Preference for Small Businesses.

The Trustees shall give a small business bid advantage of five percent up to a maximum of \$50,000 to contracting firms that have been certified as a “Small Business” by the Office of Small Business & DVBE Services, in the Procurement Division of the Department of General Services. Reference Government Code section 14835 *et seq.*, and California Code of Regulations, Title 2, section 1896 *et seq.* To receive the five percent advantage, certified small businesses shall:

- (1) Submit with the bid proposal a completed “Request for Small Business Five Percent Preference Certification” form 701.09,
- (2) Be certified Small Business upon verification in accordance with California Code of Regulations, Title 2, section 1896.2, having applied for certification no later than 5:00 PM on bid date,
- (3) Submit a timely and responsive bid,
- (4) Be determined to be a responsible Bidder.

- b. Preference for Non-small Businesses.

The application of the five percent small business bidding preference is also extended to any non-small business that commits to subcontracting at least 25% of its net bid price to California certified small businesses and/or microbusinesses. To receive this preference the non-small business must satisfy the following criteria:

- (1) Preference.
 - (a) Indicate in its bid proposal its commitment to subcontract at least 25% of its net bid amount with one or more small businesses [submit the Request for Small Business Bidding Preference form 701.09],
 - (b) Submit a timely and responsive bid,
 - (c) Be determined to be a responsible Bidder,
 - (d) Submit the California certified small businesses on the List of Proposed Subcontractors form 701.04, that is provided in the bid documents, and
 - (e) Submit a List of Subcontractors – Additional Information form 701.04A within 24 hours after the deadline for receipt of bids, and specify the dollar amount of each small business subcontractor’s bid thereon.

- (2) Failure to Subcontract with Listed Small Businesses.
Failure of the non-small business contractor to subcontract with the small businesses listed on its bid, or follow the substitution provisions identified in Article 4.04-b, may be grounds for the Department of General Services to impose sanctions pursuant to Government Code section 14842.5 and California Code of Regulations

section 1896.16. In the event such sanctions are to be imposed, the contractor shall be notified in writing and entitled to a hearing pursuant to California Code of Regulations, sections 1896.18 and 1896.20.

c. Trustees' Reporting of Small Business Participation.

Responsive to direction from the State Legislature, the Trustees are seeking to report increased statewide participation of certified small businesses in contract awards. To this end, the successful Bidder shall inform the University of any contractual arrangements with subcontractors, consultants or suppliers that are certified small businesses.

2.11 Disabled Veteran Business Enterprise Participation Requirement and Incentive

California state law requires that its state agencies achieve three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts. Failure of the Bidder to comply with the DVBE requirement will cause the Trustees to deem the bid nonresponsive and the Bidder to be ineligible for award of Contract.

Bidder/Contractor understands and agrees that the DVBEs identified on the List of Proposed Subcontractors form in the bid may only be replaced by another DVBE, and that the Trustees and the Department of General Services (DGS) must approve the substitution. Trustees will document changes to the scope of Work that impact the DVBEs identified in the bid by Contract Change Order, and will provide their decision on DVBE substitutions in writing via the subcontractor substitution process per Public Contract Code section 4100.

Failure of Bidder/Contractor to seek substitution and adhere to the DVBE participation level identified in its bid may be cause for Contract termination, recovery of damages under rights and remedies due the State, and penalties as outlined in Military and Veterans Code section 999.9, Public Contract Code section 10115.10 or section 4110, and California Code of Regulations, section [1896.73](#).

a. Special Definitions

- (1) "Disabled veteran" as used herein, means a veteran of the military, naval or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, "New Scouts," and who has at least a ten (10) percent service-connected disability and who is domiciled in the State of California.
- (2) "Disabled veteran business enterprise contractor, subcontractor, or supplier" means a person or entity that has been certified by the Office of Small Business & DVBE Services and that performs a "commercially useful function," as defined below, in providing services or goods that contribute to the fulfillment of the contract requirements.
 - (a) A person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:
 - (i) is responsible for the execution of a distinct element of the Work of the contract;
 - (ii) carries out the obligation by actually performing, managing, or supervising the Work involved;
 - (iii) performs Work that is normal for its business services and functions.
 - (iv) is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and
 - (v) is not further subcontracting a portion of the Work that is greater than that expected to be subcontracted by normal industry practices.
 - (b) A contractor, subcontractor, or supplier will not be considered to perform a "commercially useful function" if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or Project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.
 - (c) Equipment Brokers
 - (i) A DVBE that rents equipment to the Trustees shall be deemed an equipment broker, unless one or more disabled veterans have 51-percent ownership of the quantity and the value of each piece of equipment. If the equipment is owned by one or more disabled veterans, each disabled veteran owner shall, prior to performance under any contract, submit to the Trustees a declaration signed by the disabled veteran owner stating that the owner is a disabled veteran and providing the name, address, telephone number, and tax identification number of the disabled veteran owner.
 - (ii) A DVBE that rents equipment to the Trustees shall, prior to performing the contract, submit to the Trustees a declaration signed by each disabled veteran owner and manager of the enterprise stating that the enterprise obtained the contract by representing that the enterprise was a DVBE meeting and maintaining all of the requirements of a DVBE. The declaration shall include the name, address, telephone number, and tax identification number of the owner of each piece of equipment identified in the contract.
 - (iii) State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the DVBE participation requirement.

- (iv) A DVBE that is a broker or agent and that obtains a contract pursuant to these provisions shall, prior to performing the contract, disclose to the Trustees that the business is a broker or agent. The disclosure shall be made in a declaration signed and executed by each disabled veteran owner and manager of the enterprise, declaring that the enterprise is a broker or agent, and identifying the name, address, and telephone number of the principal for whom the enterprise is acting as a broker or agent.
- (3) (a) DVBE as used herein, means a business concern certified by the Office of Small Business & DVBE Services as meeting all of the following:
- (i) The business is:
 - at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is unconditionally owned by one or more disabled veterans;
 - a subsidiary that is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is unconditionally owned by one or more disabled veterans; or
 - a joint venture in which at least 51 percent of the joint venture's management, control, and earnings are held by one or more disabled veterans.
 - (ii) The business is one or more disabled veterans who manage and control the daily business operations. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
 - (iii) The business is a sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm or other foreign-based business.
- (b) Notwithstanding subdivision (3)(a), after the death or the certification of a permanent medical disability of a disabled veteran who is a majority owner of a business that qualified as a DVBE prior to that death or certification of a permanent disability, that business shall be deemed to be a DVBE for a period not to exceed three years after the date of that death or certification of a permanent medical disability, if the business is inherited or controlled by the spouse or child of that majority owner, or by both of those persons. A business is a DVBE pursuant to this subdivision under either of the following circumstances:
- (i) for the duration of any contract entered into prior to the death or certification of permanent medical disability for the sole purpose of fulfilling the requirements of that contract;
 - (ii) after the date of the majority owner's death or certification of permanent medical disability established by this subdivision for the sole purpose of providing sufficient time to make orderly and equitable arrangements for the disposition of the business, except that the business shall not enter into any new contract as a DVBE for purposes of the program if the contract would not be completed within the three-year period.
- b. Participation Requirement.
In order to satisfy and be responsive to this requirement, the Bidder must meet the three (3) percent DVBE Participation requirement, which is attained when:
- (1) the Bidder is not a DVBE and is committed to use DVBE subcontractors/suppliers for not less than three (3) percent of the Contract dollar amount (including alternatives); or
 - (2) the Bidder is a DVBE and is committed to performing not less than three (3) percent of the Contract dollar amount (including alternatives) with its own forces or in combination with those of other DVBEs.
- c. Documentation Requirements.
The Bidder must document its satisfaction of the DVBE participation requirement. Final determination of DVBE Participation by the Bidder shall be at the Trustees' sole discretion.
- (1) Required Documentation.
In addition to documentation submitted with the bid proposal on the List of Proposed Subcontractors form (reference Article 2.04-b (2)), the Bidder must complete the following DVBE documentation forms. Instructions for completing the required forms correctly are included to assist the Bidder.
- (a) DVBE Transmittal Form.
Bidders must fill out the DVBE transmittal form as a cover sheet to the required documents, attach and submit it and the additional required documentation. Bidders must complete all requested DVBE documentation on the forms provided and submit with the DVBE Transmittal Form.
 - (b) Summary of Disabled Veteran Owned Business Participation (Attachment 1).
Summary of Disabled Veteran Owned Business Participation, Attachment 1, must be completed showing the type of Work and company proposed for DVBE participation, their subcontractors (if any), and other related information. Complete the form providing the information as follows:

- (i) Company Name: List the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, list its name in order to receive participation credit.
 - (ii) Nature of Work: Identify the proposed Work or service to be provided by the listed company.
 - (iii) Contracting With: List the name of the party with which the company listed is contracting.
 - (iv) Tier: Identify the contracting tier using the following level designations:
0=Prime contractor;
1=First tier subcontractor/supplier;
2=Second tier subcontractor/supplier of first tier subcontractor/supplier;
3=Third tier subcontractor/supplier of second tier subcontractor/supplier; etc.
 - (v) Claimed DVBE Value: State the total dollar amount of the DVBE's bid.
 - (vi) Percentage of Bid: State the percentage (%) of the claimed DVBE's bid as it relates to the Bidder's total Project bid.
 - (vii) DVBE Certification: The Bidder must include one copy of the DVBE certification from the Office of Small Business & DVBE Services for each DVBE listed on the Summary of Disabled Veteran Owned Business Participation.
- (c) Bidder's Certification (Attachment 2).
The Bidder must sign and include the Bidder's Certification, certifying that each DVBE listed on the Summary of Disabled Veteran Owned Business Participation (Attachment 1) complies with the legal definition of DVBE.
- (d) Disabled Veteran Business Enterprise Declarations (STD. 843).
The disabled veteran owner(s) and disabled veteran manager(s) of the DVBE must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment.
- (2) Timeframe for Submitting Documentation.
The Bidder must submit the full DVBE participation documentation within 24 hours after the deadline established for the receipt of bids, or within the timeframe specified in the Supplementary General Conditions. If Bidder fails to submit full and accurate documentation by the deadline established, the Trustees will deem the bid nonresponsive, and thus ineligible for award of the Contract.

d. Use of Proposed DVBE.

If awarded the Contract, the successful Bidder must use the DVBE suppliers and/or subcontractors proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act. Reference Article 4.04, Substitution of Subcontractors, subsection c, Substitution of a Disabled Veteran Business Enterprise.

e. Trustees' Reporting of DVBE Participation.

Responsive to direction from the State Legislature, the Trustees are seeking to report increased statewide participation of DVBE in contract awards. To this end, the successful Bidder shall inform the Trustees of any contractual arrangements with subcontractors, consultants or suppliers that are certified DVBE.

f. Additional DVBE Information Sources.

For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:

Office of Small Business & DVBE Services
Department of General Services, Procurement Division
707 Third Street, West Sacramento, CA 95605
Telephone number: (916) 375-4940; E-mail: OSDSHhelp@dgs.ca.gov, or,
Via Internet at <https://www.dgs.ca.gov/PD/Services>, and search on "DVBE".

g. Incentive:

In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees are granting a bid incentive for bid evaluation purposes only to Bidders that exceed the three percent DVBE participation requirement. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. The bid incentives are as follows:

DVBE Participation	Incentive
3.00% to 3.99%	None
4.00% to 4.99%	1%
5.00% to 5.99%	2%
6% or more	3%

The DVBE incentive may not exceed \$100,000. When used on combination with the Small Business Preference, the cumulative adjustment amount shall not exceed \$100,000. If the lowest responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses.

- h. Prime Contractor's DVBE Subcontracting Activity Report (DVBE Subcontracting Report).
- (1) Contractor shall submit the Prime Contractor's DVBE Subcontracting Report to the Trustees within 60 days of receipt of the final (retention) payment.
 - (2) In submitting the DVBE Subcontracting Report, the Contractor certifies the following information provided in the report is true and correct:
 - (a) the total amount Contractor received from the Trustees under the Contract,
 - (b) the name, address, and DVBE number for the DVBE(s) that participated in the performance of the Contract,
 - (c) the total contracted amount for each DVBE,
 - (d) the total payment amounts made to the DVBEs, and
 - (e) the actual percentage of DVBE participation that was achieved for this Contract.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in accordance with Military and Veterans Code section 999.5(d).
- i. Sanction for Contractor's Failure to Achieve the DVBE Incentive.
The Trustees will sanction any Contractor who receives the DVBE incentive and does not contract the incentive percentage dollar amount of its net bid price to DVBEs. The sanction will be no more than two times the amount of the bid incentive received. For example, if the Contractor received a bid incentive of \$49,000, and does not contract the incentive percentage dollar amount of its net bid price with DVBEs, then the Trustees will assess an amount to be forfeited by the Contractor of \$98,000.

3.00 - AWARD AND EXECUTION OF CONTRACT

3.01 Award of Contract

If the University deems the acceptance of the lowest responsible bid or bids is not in the best interests of the State, the University may reject all bids (Public Contract Code section 10785). If the University accepts the bid and award the Contract, the University's award shall be made to the lowest responsible Bidder whose proposal complies with all the requirements prescribed (Public Contract Code section 10780). Such award shall be made within sixty (60) Days after the opening of the proposals.

If the lowest responsible Bidder refuses or fails to execute the Contract, the University may award the Contract to the second lowest responsible Bidder. Such award shall be made within seventy-five (75) Days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the University may award the Contract to the third lowest responsible Bidder. Such award shall be made within ninety (90) Days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to such no-cost extensions as may be agreed upon in writing between the University and the Bidder concerned (Public Contract Code section 10782).

3.02 Return of Bidder's Security

The University may withhold Bidder's security of the second and third lowest responsible Bidders until the Contract has been finally executed. The University shall return to all other unsuccessful Bidders the cashier's checks and certified checks submitted by them within ten (10) Days after the Contract is awarded, and their Bidder's bonds shall be of no further effect (Public Contract Code section 10784).

3.03 Contract Bonds

The successful Bidder shall furnish, for each Contract counterpart signed, two surety bonds in the form prescribed by the University. Each shall be in an amount equal to 100 percent of the awarded Contract price and executed by an admitted surety insurer licensed in the State of California and listed in the latest published United States Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." Reference the following websites:

- State of California Dept. of Insurance at: <https://interactive.web.insurance.ca.gov/companyprofile/companyprofile>, and
- US Treasury listing at: <https://www.fiscal.treasury.gov/surety-bonds/circular-570.html>.

One of the surety bonds shall guarantee faithful performance of the Contract by the Contractor, and the other shall secure payment of laborers, mechanics, or materialmen employed on the Project. Such bonds are subject to the approval of the University. Contract bonds shall remain in full force and effect during the term of the Contract including the one-year guarantee period, and through the ten-year limit on latent defects (Public Contract Code sections 10821-10824, Code of Civil Procedure section 337.15).

The University will not accept Riders or modifications of any kind on original performance bonds and payment bonds provided at award. Bidder must use bond document forms approved by the Trustees without alteration.

The University shall make all alterations, extensions of time, extra and additional Work, and other changes authorized by the University for any part of the Contract, including determinations made under Article 7.01, Claims, without securing the consent of the surety or sureties on the Contract bonds.

Whenever the University has cause to believe that the surety has become insufficient, the University may demand in writing that the Contractor provide such further bonds or additional surety, as in the University's opinion is necessary, considering the extent of the Work added or remaining to be done. Thereafter the University shall make no payment to the Contractor or any assignee of the Contractor until the further bonds or additional surety has been furnished (Public Contract Code section 10825).

Riders or modifications of any kind on Bidders bonds, performance bonds and payment bonds are not acceptable and may result in Bidder's disqualification as nonresponsive. Bond document forms approved by the Trustees must be used without alteration. To address the insufficiency of the surety, the Trustees will accept a Rider to both bonds that will increase the Contract Amount, but such Rider shall not change any other Contract terms and conditions.

3.04 Execution of Contract

The successful Bidder shall sign each Contract counterpart and return the Contract counterparts to the University, together with the Contract bonds and certification, along with other requisite documentation such as the Subcontractor Directory and certificates evidencing the required insurance coverage (reference Article 4.06, Contractor's Insurance) within ten (10) Business Days of receipt from the University. Reference the following Article 3.05 for failure of successful Bidder to execute the Contract timely. If the successful Bidder is a joint venture, then the joint venture shall submit with the Contract certification form a formal resolution designating the person authorized to sign on behalf of the joint venture. The Contractor and the University shall each sign two sets of Plans, Specifications, and Addenda (usually at the pre-construction conference), one set for each party to be filed with the Contract. No contract shall be binding upon the University until it has been executed by the Contractor and the University and approved by the Trustees' attorney (in the Office of General Counsel) appointed according to law and authorized to represent the Trustees (Public Contract Code section 10820).

After the Trustees' attorney has fully executed the Contract, Contractor can expect to start Work within 30 Days. The University will issue to the Contractor a written Notice to Proceed. The Contractor may not begin Work before receiving the University's written Notice to Proceed. Any Work performed by the Contractor before the project start date as specified on the written Notice to Proceed shall be considered as having been done at the Contractor's own risk.

3.05 Failure or Refusal to Execute Contract

Failure or refusal by the Bidder to execute the Contract within the time set in Article 3.04, Execution of Contract, shall be just cause for the University's rescission of the award and the forfeiture of the Bidder's security. Failure or refusal by the Bidder to file acceptable bonds within the time set in Article 3.04 constitutes a failure or refusal to execute the Contract. If the successful Bidder fails or refuses to execute the Contract, the University may award the Contract as set forth in Article 3.01, Award of Contract. On the failure or refusal of the first, second or third lowest responsible Bidder to execute the Contract, Bidder's security in each case shall be forfeited (Public Contract Code sections 10781-10783).

4.00 - CONDUCT OF THE WORK

4.01 Laws to be Observed--Generally

a. State and Federal Laws.

The Contractor shall observe all state and federal laws that affect the Work under this Contract. The Contractor shall hold harmless, defend and indemnify the University against any claim arising from the violation of any law, whether by itself or its agents, employees or subcontractors. If a conflict arises between the provisions of this Contract and a law, the Contractor shall immediately notify the University in writing. "Law" as used in this paragraph includes statutes and regulations adopted pursuant to statute, as well as executive orders, authoritative interpretations, and other rules and directives issued by legally constituted authority.

b. National Labor Relations Board-Compliance with Order.

In executing this Contract, the Contractor swears, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which directs the Contractor to comply with an order of the National Labor Relations Board. The University may rescind this Contract if Contractor falsely swears to this statement (Public Contract Code section 10296).

- c. **Child and Family Support Obligations.**
The Contractor acknowledges the state of California policy regarding the importance of child and family support obligations expressed in Public Contract Code section 7110(a). The Contractor acknowledges that to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing all new employee names to the New Hire Registry maintained by the State's Employment Development Department.
- d. **Audit Provisions.**
The contracting parties shall be subject to examination and audit by both the Trustees (or designee) of the California State University and the State Auditor of the State of California at any time during construction and for a period of three (3) years after final payment of the Contract. Such examination and audit shall include access to the Contractor and the subcontractor records as delineated in the following:

The Contractor's records which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the Trustees/Auditor General to substantiate charges related to this Contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction to adequately permit evaluation and verification of (a) the Contractor's compliance with Contract requirements and (b) compliance with provisions for pricing change orders, payments or claims submitted by the Contractor or any of his payees. The Contractor is required to have as part of the records the following reports: a detailed cost ledger reflecting total charges against the Project which present an itemization by invoice and labor costs by cost codes; a summary report identifying total Project costs by cost codes; and a subcontractor history report including each subcontract amount and change orders issued thereto.
- e. **Building Codes.**
The Contractor's Work under this Contract shall comply with the building codes identified in the Contract Documents.
- f. **Personal Responsibility and Work Opportunity Reconciliation Act of 1996.**
If the Contractor is a natural person, the Contractor certifies in accepting this Contract that she/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69).
- g. **Declaration of Eligibility to Contract with the State.**
If the Contractor is a corporation, the Contractor certifies and declares by signing the Agreement that it is eligible to contract with the state of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code section 10286 *et seq.*).

4.02 Laws to be Observed--Regarding Labor

- a. **Prevailing Wage.**
The Work under this Contract is a public works project (reference definition of public works, Labor Code section 1720 *et seq.*) and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Contractor and all subcontractors must comply with all applicable laws and regulations, and perform all obligations required by the DIR pursuant to such authority.

The prevailing wage rates set forth are the minimum that must be paid by the Contractor on a public works contract. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor is liable for any penalties under section 1775(a), if the Contractor fails to comply with the requirements of section 1775(b). Contractor shall periodically review and monitor all subcontractors' certified payroll records. If Contractor learns that any subcontractor has failed to comply with the prevailing wage requirements herein, Contractor shall take corrective action.

Contractor represents and warrants that the Contract Amount includes sufficient funds to allow Contractor and all subcontractors to comply with all applicable laws and contractual agreements. Contractor shall defend, indemnify and hold the Trustees of the California State University, the University, its officers, employees and agents harmless from and against any and all claims, demands, losses, liabilities, and damages arising out of or relating to the failure of Contractor or any subcontractor to comply with any applicable law in this regard, including, but not limited to, Labor Code section 2810. Contractor agrees to pay any and all assessments, including wages, penalties and liquidated damages (those liquidated damages pursuant to Labor Code section 1742.1) made against the Trustees in relation to such failure.

- (1) Hours of Labor.
Eight (8) hours of labor constitutes a legal day's work. The Contractor or any subcontractor shall forfeit, as a penalty to State, \$25.00 for each worker employed in the execution of the Contract by the Contractor or any subcontractor, for each Day during which the worker is required or permitted to work more than eight hours in any one Day and forty hours in any one calendar week, in violation of the provisions of the Labor Code sections 1810 to 1814, thereof, inclusive. Notwithstanding the provisions of Labor Code sections 1810 to 1814, Work performed by employees of the Contractor or any subcontractor in the execution of the Contract in excess of eight hours per Day, and forty hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per Day at not less than one and one-half times the basic rate of pay as provided in Labor Code section 1815.
- (2) If it becomes necessary to employ crafts other than those listed, the Contractor shall notify the Trustees immediately, and the Trustees will ascertain additional prevailing rates and the rates thus determined shall be applicable as minimum from time of initial employment.
- (3) Pursuant to Labor Code section 1770, the Director of the DIR has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime Work for each craft needed in execution of the Contract as set forth in the Notice to Contractors. Contractor shall post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the Project Site in accordance with Labor Code section 1773.2. The Trustees shall maintain copies of the prevailing rate of per diem wages, and shall make them available to any interested party upon request. Contractor shall also post jobsite notices as required by the DIR pursuant to Labor Code section 1771.4 (a) (2) and applicable regulations.
- (4) The Contractor and any subcontractor under subcontract to the Contractor on the Project shall comply with Labor Code section 1775, and the Contractor shall include provisions in its Contract with its subcontractors that will require compliance with Labor Code section 1775. As required by section 1775(b) the Contractor shall include a copy of the provisions of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 in the Contract between the Contractor and the subcontractor. The Contractor shall monitor its subcontractors' compliance with the prevailing wage law as required by section 1775(b). In accordance with section 1775, the Contractor and any subcontractor under the Contractor shall forfeit as a penalty to the State not more than \$200 for each Day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any public work done under the Contract by it or, except as provided in section 1775(b), by any subcontractor under it. In addition to this penalty, the Contractor or subcontractor shall pay each worker the difference between the prevailing wage rates and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the prevailing wage rate.
- (5) In accordance with Labor Code section 1776, the Contractor and subcontractors shall keep an accurate payroll record on forms provided by the Division of Labor Standards Enforcement (or shall contain the same information as the forms provided by the division). The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division, and the printouts are verified in the manner specified herein.

Payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice or worker employed in connection with the public work. Each payroll record shall contain verification by written declaration under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor and subcontractors have complied with the requirements of Labor Code sections 1771, 1776, 1777.5, 1811 and 1815 for any work performed by its employees on the Project.

- (a) The Contractor and all subcontractors must furnish payroll records to the Labor Commissioner at least monthly and in a format prescribed by the Labor Commissioner, as required by Labor Code section 1776.
- (b) The Contractor and subcontractors' certified payroll records shall be available for inspection at all reasonable hours, or certified copies furnished upon request to the following parties:
 - (i) the employee or his or her authorized representative,
 - (ii) the Trustees, the Division of Labor Standards Enforcement (DLSE), the Division of Apprenticeship Standards (DAS),
 - (iii) the public; however, a request by the public shall be made through the Trustees or the DLSE or DAS. If the requested payroll records have not been provided pursuant to paragraph (ii) above, the Contractor shall collect from the requesting party the costs of preparation by the contractor, subcontractors, and the Trustees. The public may not be given access to the records at the principal office of the Contractor.

- (c) Records made available for inspection as copies and furnished upon request to the public or any public agency by the Trustees or the DLSE or the DAS 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 or subcontractor awarded the contract or subcontractor performing the contract shall not be marked or obliterated.
- (d) Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number.
- (e) 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 (29 U.S.C Sec. 75a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.
- (f) Any copy of records made available for inspection by, or furnished to, 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 nonredacted copies of certified payroll records.

Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

- (g) The Contractor or subcontractor shall file a certified copy of the payroll records with the requesting entity within 10 Days after receipt of a written request. In the event the Contractor or subcontractor fails to comply within the 10-Day period, the Contractor or subcontractor shall, as penalty to the state or Trustees, forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the DLSE or the DAS, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. A contractor or subcontractor may be subject to debarment by the Labor Commissioner for failure to submit certified payrolls timely.
- (6) The Contractor is required to submit to the Trustees a minimum of the first two weeks of certified payroll and the Hourly Labor Rate Worksheet for its workers and all subcontractors included in change orders. Additional weeks of certified payroll records may be required at the discretion of the Trustees.
- (7) Consistent with Public Contract Code section 6109, the Contractor is prohibited from performing a portion of Work with a subcontractor who is debarred pursuant to Labor Code section 1777.1 or 1777.7.
- (8) Apprentices.

If the Contractor or any subcontractor employs workers on the Project in any apprenticeable craft, it may apply to any apprenticeship program in the craft in the area of the Work for a certificate approving the Contractor or subcontractor for the employment and training of apprentices. The Contractor or subcontractor shall employ the number of apprentices or the ratio of apprentices to journeymen specified in the certificate unless the conditions set out in Labor Code section 1777.5 excuse it from this requirement.

Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which they are employed and shall be employed only in the Work of the craft or trade to which they are indentured. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship agreements under which a person is training.

The Contractor or subcontractor employing journeymen or apprentices in any apprenticeable craft or trade shall contribute to the fund or funds set up in the area of Work to administer the apprenticeship program in each trade in which it employs such journeymen or apprentices in the same amount and manner as the contributing contractors.

Special attention is directed to Labor Code sections 1777.5, 1777.6 and 1777.7, and California Code of Regulations, Title 8, section 200 *et seq.* Each Contractor and subcontractor must, before commencement of Work under this Contract, contact the Division of Apprenticeship Standards, 455 Golden Gate, 8th Floor, San Francisco, California, 94102, or one of its branch offices to ensure compliance and understanding of the law regarding apprentices and specifically the required ratio thereunder. Reference the following Division of Apprenticeship Standards website for contacts and other pertinent apprenticeship information,

https://www.dir.ca.gov/das/das_contactUS.html. Responsibility for compliance with this section lies with the prime Contractor.

Contractor or subcontractor's failure to comply with Labor Code section 1777.5 may result in penalties or debarment pursuant to Labor Code section 1777.7.

b. Nondiscrimination.

- (1) During the performance of this Contract, the recipient, Contractor, and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

"Recipient" means any contractor, local agency, or person, who regularly employs five or more persons, and who receives State support, as defined in this Section, in an amount in excess of \$10,000 in the aggregate per State fiscal year or in an amount in excess of \$1,000 per transaction. For more information, reference California Code of Regulations, Title 2, section 11150.

- (2) Contractor shall comply with the following:
- the provisions of the Fair Employment and Housing Act (Government Code, section [12900 et seq.](#)),
 - the regulations promulgated thereunder (California Code of Regulations, Title 2, section [11000 et seq.](#)),
 - the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code, [sections 11135-11139.8](#)), and
 - the regulations or standards adopted by the Trustees to implement such article.
- (3) Contractor or Recipient shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (4) Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (5) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

c. Workers' Compensation.

The Contractor shall be required to secure payment of Workers' Compensation to its employees in accordance with Labor Code section 3700, and shall file the certification required in Labor Code section 1861 with the University prior to performing the Work (reference Article 4.06-a, Policies and Coverage).

d. Education, Counseling, and Training Programs.

All educational, counseling and vocational guidance programs and all apprenticeship and on-the-job training programs, under this Contract, shall be open to all qualified persons, without regard to race, sex, color, religion, national origin or ancestry. Such programs shall be conducted to encourage the fullest development of the interests, skills, aptitudes, and capacities of all students and trainees, with special attention to the problems of culturally deprived, educationally handicapped, or economically disadvantaged persons. Expansion of training opportunities under these programs shall also be encouraged with a view toward involving larger numbers of participants from these segments of the labor force where the need for upgrading levels of skills is the greatest.

e. Occupational Safety and Health.

The Contractor shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. section 651 *et seq.*) and all rules, regulations, and orders adopted pursuant thereto. The Contractor shall comply with all the provisions of the California Occupational Safety and Health Act of 1973 (Labor Code section 6300 *et seq.*) and all rules, regulations and orders adopted pursuant thereto. These laws provide for job safety and health protection for Workers.

The Contractor shall obtain copies of such safety orders as are applicable to the type of Work to be performed and shall be governed by their requirements in all construction operations. The Contractor shall fully inform each subcontractor and materials supplier as to the requirements of the applicable safety orders.

- f. **Assignment of Rights Relating to Federal and State Anti-Trust Actions.**
The Contractor and all subcontractors shall be bound by the provisions of Public Contract Code section 7103.5 as follows: 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 Trustees all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2, (commencing with section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the Trustees tender final payment to the Contractor, without further acknowledgment by the parties.

4.03 Environmental Requirements

Mitigation Monitoring and Reporting Programs (MMRP), when included in California Environmental Quality Act (CEQA) documentation, provide a description of required mitigation measures associated with California State University capital projects. The Contractor shall implement those mitigation measures in the MMRP for which the Contractor has been designated the responsible party. In addition, the Contractor shall comply with the following environmental requirements.

- a. **Air Pollution Control.**
The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to the Work performed under the Contract, including any air pollution control rules, regulations, ordinances and statutes adopted under the authority of section 11017 of the Government Code. Contractor must be eligible to perform work for the State, and is deemed eligible if not found to be in violation of any order, resolution, or regulation relating to air or water pollution adopted in accordance with Government Code section 4477.
- (1) **Solvents.**
In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, the Contractor shall ensure that all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Project, comply with the applicable material requirements of the Air Quality Management District (AQMD). All containers of solvent, paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with these requirements.
 - (2) **Disposal of Material.**
Unless otherwise provided in the special provisions, material to be disposed of shall not be burned either inside or outside the premises.
 - (3) **Fugitive Dust.**
A regular watering program shall be initiated to adequately control the amount of fugitive dust in accordance with applicable AQMD rules. Exposed soil surfaces shall be sprayed with water at least daily and as needed to mitigate dust (reference also Article 4.08-c, Protection of Facilities).
 - (4) **Construction Vehicles and Equipment.**
Trucks hauling dirt from the Site shall be covered in accordance with applicable state and local requirements. To reduce exhaust emissions, unnecessary idling of construction vehicles and equipment shall be avoided.

Construction equipment shall be fitted with modern emission control devices and shall be kept in proper tune.
- b. **Water Pollution Control.**
The Contractor shall have design-build responsibilities to comply with all water pollution control rules, regulations, ordinances and statutes that apply to the Work performed under the Contract, including the California General Permit (NPDES) 2009-009-DWQ for Storm Water Discharges Associated with Construction Activities issued by the California State Water Resources Control Board (SWRCB) and as modified by order 2010-0014-DWQ, also issued by the SWRCB.
- (1) **Storm Water Pollution Prevention Plan.**
The Contractor shall develop and implement a Storm Water Pollution Prevention Plan (SWPPP) that complies with the State of California Construction General Permit for Storm Water Discharges.

The Contractor shall contract for, or have on payroll, a California Certified Qualified SWPPP Developer (QSD). The Contractor shall be responsible for hiring or contracting for the services of a California certified Qualified SWPPP Practitioner (QSP).

The Contractor shall pay all costs associated with development and implementation of the SWPPP. [See Specifications for additional requirements.]
 - (2) **Compliance.**
The Contractor shall comply with the California General Permit for Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s), Order Number 2013-0001-DWQ.

The Contractor shall comply with the University's Post Construction Storm Water Management Program requirements.

Post Construction Storm Water Management Program Best Management Program Practice (BMP) details shall be designed by a competent individual licensed to practice as a Civil Engineer in California.

(3) Maintenance Manual for Post-construction BMPs.

The Contractor shall incorporate into the Project a maintenance program for post-construction BMPs that will be permanent components of the completed project. The maintenance program shall be delivered in a bound manual. The manual shall meet the requirements described in the California Stormwater Quality Association's (<https://www.casqa.org/>) New Development & Redevelopment BMP Handbook.

c. Sound Control Requirements.

The Contractor shall comply with all sound control and noise level rules, regulations and ordinances that apply to the Work. In the absence of any such rules, regulations and ordinances, the Contractor shall conduct its Work to minimize disruption to others due to sound and noise from the workers, and shall be responsive to the University's requests to reduce noise levels.

The Contractor shall not cause or allow sounds to be produced in excess of 65 decibels measured at the jobsite between the hours of 7:00 p.m. and 7:00 a.m. The Contractor shall not cause or allow sounds to be produced in excess of 85 decibels measured at the jobsite between the hours of 7:00 a.m. and 7:00 p.m. without the consent of the University.

Each internal combustion engine, used for any purpose on the Project or related to the Project, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without a muffler.

Loading and unloading of construction materials will be scheduled so as to minimize disruptions to campus activities. Construction activities will be scheduled to minimize disruption to the University and to campus users.

d. Environmental Clearances.

The Contractor shall provide to state and federal agencies all information necessary for environmental clearances and other authorizations necessary for this Project. The Contractor shall comply with the provisions, including giving notices during construction when so required. The Contractor shall not be compensated for the delays in obtaining environmental clearances and authorizations; however, an appropriate extension of time will be granted in accordance with the provisions in Article 4.14-g, Adjustment of Contract Time Due to Reasons Beyond University's Control, if the Contractor demonstrates to the satisfaction of the University that it has made every reasonable effort to obtain the requisite clearance or authorizations, and cannot obtain it in a timely manner.

e. Source of Aggregates.

The Public Contract Code section 10295.5 requires that no State agency shall purchase or utilize sand, gravel, aggregates, or other minerals unless the source is on an eligible list identifying operations that have met certain requirements of the Surface Mining and Reclamation Act of 1975 (Public Resources Code section 2710 *et seq.*). Accordingly, the Contractor shall submit to the University documentation that it is complying with the requirements of this law in purchasing these materials.

f. Archaeological Finds.

If the Contractor discovers any artifacts during excavation and/or construction, the Contractor shall stop all affected Work and notify the Trustees, who will call in a qualified archaeologist to assess the discovery and suggest further mitigation, as necessary. Reference the [California Archaeological Inventory](#).

If the Contractor discovers human remains, the Contractor shall notify the University who will be responsible for contacting the county coroner and a qualified archaeologist. If the remains are determined to be Native American, the University shall contact the appropriate tribal representatives to oversee removal of the remains.

g. Integrated Waste Management.

Pursuant to the State Agency Integrated Waste Management Plan (Public Resources Code, Division 30, Part 3, Chapter 18.5), the California State University shall divert 50% of all solid waste generated in construction activities from landfill disposal or transformation facilities through source reduction, recycling and composting. Contractor shall report all source reduction, recycling and composting relative to this Project to the Trustees. Reference Specifications for further requirements.

h. Buy Clean California Act.

The following materials or products are subject to the Buy Clean California Act (Public Contract Code section 3500 *et seq.*):

Material or product	Material specifications: CSI Unifomat
Carbon steel rebar	Section 03 20 00, "Bar Reinforcement"
Structural steel	Section 05 12 00, "Structural Steel"
Flat glass	Section 08 80 00, "Glazing"
Mineral wool board insulation	Section 07 21 13.19 "Mineral Board Insulation"

For product category rules and more information on applicable materials or products, go to:
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act>

The schedule for adoption of the Buy Clean California Act is as follows:

- January 1, 2019 – EPDs will be requested by the state.
- January 1, 2020 – EPDs will be required by the state.
- January 1, 2021 – DGS publishes the maximum acceptable GWP for eligible materials.
- July 1, 2021 – EPDs will be required and used to gauge GWP compliance of eligible materials.

For projects with bid opening dates after November 30, 2018, and before November 30, 2019, the Trustees shall collect existing environmental product declarations (EPDs) from contractors for materials or products subject to the Buy Clean California Act.

(1) Definitions

- Environmental Product Declaration (EPD). Independently verified document created and verified in accordance with International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.
- Product Category Rule. Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.
- Product Stage. Boundary of the environmental product declaration that includes: (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referenced as a "cradle-to-gate" life cycle assessment.
- Program Operator. Independent agency that supervises and confirms the full environmental product declaration development process in accordance with ISO 14025.
- Raw Material Supply. Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.
- Transportation Processes. Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

(2) Submittals to the Trustees.

Contractors shall submit EPDs to University as a part of the submittal process for eligible materials. University shall compile EPDs for submission to CPDC as a part of project closeout.

4.04 Substitution of Subcontractors

The Contractor shall not substitute any subcontractor in place of a subcontractor listed in its bid proposal except as authorized in the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 *et seq.*).

a. Bond Requirements.

It is the Trustees' interpretation of section 4108 of the Public Contract Code that the Contractor must clearly advertise the specific bond requirements for the Project, including the requirement of a bond, the kind of a bond, and the amount of the bond, in order to be eligible to substitute a subcontractor under section 4107(a) (4) of the Public Contract Code.

b. Substitution of a Small Business Subcontractor.

After award of the Contract based in part on the application of the small business preference, the Non-Small Business Contractor shall use the small business subcontractor(s) and/or suppliers listed in its bid proposal unless a substitution is requested in writing to the Trustees, and the Trustees approve the substitution in writing before the commencement of any Work. The substitution request must include at least the following:

- (1) An explanation of the reason for the substitution.
- (2) The Contractor must substitute a small business with another small business. If the small business substitution cannot occur, the Contractor must include a written justification and the steps that were taken to try to acquire a new small business subcontractor and how that portion of the Contract will be fulfilled.

- (3) A description of the Work to be performed, identified both as a task(s) and as a dollar amount or percentage of the overall Contract that the substituted business will perform. The substituted business(es), if approved, shall be required to perform a commercially useful function in the Contract pursuant to California Code of Regulations section 1896.6.

Any substitution of subcontractors shall be performed in accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 *et seq.*). Failure of the Contractor to subcontract with the small business listed on its bid proposal or to follow these substitution requirements may be grounds for the Trustees to notify the Department of General Services to impose sanctions pursuant to Government Code section 14842.5 or Code of Regulations section 1896.16. In the event such sanctions are to be imposed, the Contractor shall be notified in writing and entitled to a hearing pursuant to Code of Regulations sections 1896.18 and 1896.20.

c. Substitution of a Disabled Veteran Business Enterprise.

The Contractor shall use the Disabled Veteran Business Enterprise (DVBE) companies listed in its bid proposal on the List of Proposed Subcontractors form, unless a substitution is requested in writing to the Trustees, and the Trustees and the Department of General Services (DGS) approve the substitution in writing before the commencement of any work. The substitution request must include at least the following:

- (1) An explanation of the reason for the substitution.
- (2) A written description of the business enterprise to be substituted, including its business status as a sole proprietorship, partnership, corporation or other entity, and the DVBE certification status of the firm, if any.
- (3) The Contractor must substitute a DVBE with another DVBE. If the DVBE substitution cannot occur, the Contractor must include a written justification and the steps that were taken to try to acquire a new DVBE subcontractor and how that portion of the contract will be fulfilled.
- (4) A description of the work to be performed identified both as a task(s) and as a dollar amount or percentage of the overall contract that the substituted business will perform.

The request for substitution of a DVBE and the Trustees' and DGS approval or disapproval cannot be used as an excuse for noncompliance with any other provision of law, including, but not limited to, the Subletting and Subcontracting Fair Practices Act (Sections 4100 *et seq.*, Public Contract Code) or any other contract requirements relating to substitution of subcontractors.

d. Subcontractor Directory.

The Contractor shall have submitted a Subcontractor Directory with the Contract in accordance with Article 2.04-b (4). If any listed firms have been substituted without approval by the Trustees in accordance with section 4107(a) of the Public Contract Code, or if subcontractors are added and perform Work in excess of one-half of one percent of base Contract, penalties are applicable per section 4100 of the Public Contract Code.

4.05 Delegation of Performance and Assignment of Money Earned

The performance of all or any part of this Contract may not be delegated without the written consent of the University. Consent will not be given to any proposed delegation that would relieve the Contractor or its surety of their responsibilities under the Contract.

The Contractor may assign moneys due or to become due under the Contract, only upon written consent of the University. Assignments of moneys earned by the Contractor shall be subject to proper retention in favor of the University and to all deductions provided for in the Contract and such moneys shall be subject to being used by the University for the completion of the Work in the event the Contractor is in default.

4.06 Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Article, and such insurance has been approved by the Trustees.

a. Policies and Coverage.

- (1) The Contractor shall obtain and maintain the following policies and coverage:
 - (a) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.
 - (b) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists
 - (c) Worker's Compensation including Employers Liability Insurance as required by law.
- (2) The Contractor also may be required to obtain and maintain the following policies and coverage:

- (a) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.
- (b) Other Insurance by agreement between the Trustees and the Contractor.

b. Verification of Coverage.

The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Contractor shall timely file renewal certifications and endorsements for all coverage until the Work is accepted as complete pursuant to Article 8.01, Acceptance. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

c. Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in Article 4.07. The insurance policies shall contain, or be endorsed to contain, the following provisions.

- (1) For the General and Automobile Liability Policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.
- (2) For any claims related to the Work, the Contractor’s insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor’s insurance and shall not contribute with it.
- (3) The Contractor shall immediately upon receipt of any notice of cancellation or any notice of non-renewal of any insurance required under this Article 4.06, provide written notice of any such insurance cancellation or non-renewal by certified mail to the University.
- (4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

d. Amount of Insurance.

(1) For All Projects.

The insurance furnished by Contractor under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

- (a) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
 - \$2,000,000 General Aggregate
 - \$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

(b) Business Automobile Liability Insurance-Limits of Liability

Vehicle Type	Autos or Pickup Trucks (up to one-ton)	Dump Trucks or Semi-trucks (hauling materials or equipment)
Each Accident	\$2M	\$5M

(c) Workers’ Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(2) For Projects Involving Hazardous Materials.

The Contractor shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(a) Environmental Impairment (pollution) Liability Insurance-Limits of Liability

General Aggregate	\$10M
Each Occurrence – combined single limit for bodily injury and property damage, including clean-up costs.	\$5M

(b) In addition to the coverage described in 4.06-d (1) (b), Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:

- (i) MCS-90 endorsement
- (ii) Sudden & Accidental Pollution endorsement--Limits of Liability*
 - \$2,000,000 Each Occurrence
 - \$2,000,000 General Aggregate

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage, as described in this Article 4.06-d (2) (b) above, to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all of the requirements in Article 4.06-b, Verification of Coverage and 4.06-c, Insurance Provisions. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

- e. **Acceptability of Insurers.**
Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.
- f. **Subcontractor's Insurance.**
Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Article, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Contractor shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials as required in Article 4.06-d, Amounts of Insurance, subdivision (2).
- g. **Miscellaneous.**
 - (1) Any deductible under any policy of insurance required in this Article shall be Contractor's liability.
 - (2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.
 - (3) In the event the Contractor does not comply with these insurance requirements, the Trustees may opt to provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Contractor.
 - (4) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
 - (5) The Contractor's obligations to obtain and maintain all required insurance are nondelegable duties under this Contract.
 - (6) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Contract Amount if the Work damaged is built in accordance with the Contract and applicable building standards.

4.07 Indemnification

Nothing in these indemnification provisions shall be deemed to alter the insurance provisions in Article 4.06.

- a. The Contractor shall hold harmless, defend, and indemnify the State of California, the Board of Trustees of the California State University, the University, and the officers, employees, representatives and agents of each of them, from and against all claims, damages and losses arising out of, resulting from, or relating to (1) the failure of the Contractor to perform its obligations under the Contract or the performance of its obligation in a willful, reckless, or negligent manner; (2) the inaccuracy of any representation or warranty by the Contractor given in accordance with or contained in the Contract Documents; and (3) any claim of damage or loss by any subcontractor, or supplier, or laborer against the Trustees arising out of any alleged act or omission of the Contractor or any other subcontractor, or anyone directly or indirectly employed by the Contractor or any subcontractor.
- b. The Contractor shall hold harmless, defend, and indemnify the State of California, the Board of Trustees of the California State University, the University, and its officers, employees, representatives and agents of each of them from and against all claims, damages and losses arising out of, resulting from, or relating to the negligent acts or omissions, recklessness, or willful misconduct of the Contractor, a subcontractor, or anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in Article 4.07-c, following. Such obligation shall, however, apply in proportion to and to the extent that any such losses result from the negligent acts or omissions by an employee of the Contractor, a subcontractor, or a person indirectly employed by the Contractor or a subcontractor, or anyone for whose acts either may be liable.
- c. In claims against any person or entity indemnified under this Article made by an employee of the Contractor or a subcontractor, or indirectly employed by either of them, or anyone for whose acts either may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation, or benefits

payable by or for the Contractor or a subcontractor under workers compensation laws, disability benefit laws, or other laws providing employee benefits.

- d. The indemnification obligations under this Article shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.
- e. The Contractor shall hold harmless, defend, and indemnify the State of California, the Board of Trustees of the California State University, the University, and its officers, employees, representatives and agents from and against all claims, damages and losses resulting from any claim of damage made by any separate contractor of the Trustees against the Trustees arising out of any alleged acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by either the Contractor or subcontractor, or anyone for whose acts either the Contractor or subcontractor may be liable.
- f. The Contractor shall hold harmless, defend, and indemnify the separate contractors of the State of California, the Board of Trustees of the California State University, the University, and its officers, employees, representatives and agents from and against all claims, damages and losses arising out of the negligent acts or omissions, recklessness, or willful misconduct of the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable.

The Trustees shall cause a reciprocal indemnification provision in favor of the Contractor to be included in its contracts with separate contractors of the Trustees. Liability for any negligent act or omission, recklessness, or willful misconduct shall be apportioned pursuant to the applicable law of the State of California.

4.08 Contractor's Responsibility for the Work

The Contractor shall be responsible for all Work performed under this Contract, and no subcontractor will be recognized as such. For purposes of assessing responsibility to the Contractor, all persons engaged in the Work shall be considered employees of the Contractor. The Contractor shall give its personal attention to the fulfillment of the Contract and keep all phases of the Work under its control.

Contractor shall create a report of construction activities occurring each day, and include a listing of all subcontractors of all tiers and the numbers of workers for each that are on Site each day, briefly describing the Work the subcontractors are performing. Each subcontractor shall create report of construction activities occurring each day, and include a listing of all subcontractors of all tiers and the numbers of workers for each that are on Site each day, briefly describing the Work the subcontractors are performing. Contractor and every subcontractor shall submit these reports to the Trustees daily. At the end of the Project, Contractor shall submit to the Trustees a complete listing of all subcontractors, suppliers and other businesses that performed Work on the Project. Reference Article 2.04-b (4), Subcontractor Directory.

The University will not arbitrate disputes among subcontractors nor between the Contractor and one or more subcontractors concerning responsibility for performing any part of the Project.

a. Quality Control.

The Contractor shall be fully responsible for the quality of materials and workers' skill in the Project. The Contractor shall not rely upon the inspection and testing provided by the University other than those special inspections and tests performed by the University's selected laboratories for which there are written reports.

On projects with new foundations (for buildings, Site improvements, bridges, light poles, others), the Contractor shall prepare a certified survey illustrating dimensions, locations, angles and elevations of the construction associated with the new foundation, and shall show the as-built location of the construction on the Project Site Boundary drawing provided by the Trustees. The Contractor shall specify the horizontal location using California Coordinate System, NAD 83 Coordinates. An appropriately licensed Professional Land Surveyor shall stamp the certified survey, after which the Contractor shall submit it promptly to the Architect and the Trustees.

b. Burden for Damage.

From the issuance of the official notice to proceed until the formal acceptance of the Project by the University, the Contractor shall have the charge and care of and shall bear the risk of damage to the Project and materials and equipment for the Project.

The Contractor, at its own expense, shall promptly rebuild, repair, restore, and make good all such damage to any portion or to all of the Project and materials therefor before the acceptance of the Project by the University except for such damage as is proximately caused by acts of the federal government or public enemy. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

If the Contractor damages any property belonging to the University, the University, in addition to other remedies available to the University, may retain from the money due to the Contractor an amount sufficient to ensure repair of the damage or an amount to contribute toward repair of the damage.

Neither the State of California, the Trustees of the California State University, the University, nor the officers, employees, representatives, nor agents of each of them shall be responsible for any damage to the Project, and to materials and equipment for the Project.

c. Protection of Facilities.

From the University's issuance of the official Notice to Proceed to the Contractor, until the formal acceptance of the Project by the University, the Contractor shall protect the Site and Work from theft, acts of malicious mischief, vandalism and unauthorized entry. During all hours that Contractor is not prosecuting Work, Contractor shall furnish such security services as necessary to safeguard materials and equipment in storage on the Project Site, including Work in place or in process of fabrication, against theft, acts of malicious mischief, vandalism and other losses or damages. The Contractor shall be liable for any loss or damage that result from its failure to protect the Site and the Work.

Contractor shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices. Dust shall be controlled by sprinkling or other effective methods acceptable to University. Contractor shall initiate an erosion and sedimentation control program, which includes measures addressing erosion caused by wind and water and sediment in runoff from Site. Also, Contractor shall initiate a regular watering program to adequately control the amount of fugitive dust in accordance with applicable Air Quality Management District (AQMD) rules (reference Article 4.03, subsections: a-Air Pollution Control and b-Water Pollution Control).

d. Safety.

The Contractor shall exercise precaution at all times for the protection of persons and their property.

- (1) Contractor shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the Work or permanently installed as part of the Project.
- (2) Contractor shall also provide and adequately maintain all proper temporary walks, roads, guards, railings, lights, and warning signs.
- (3) Contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the California Division of Industrial Safety. Unless the Contractor designates other employees, its superintendent shall have the duty of prevention of accidents. The Contractor shall institute a safety program that includes all trades on the Site.
- (4) Renovation, expansion, or remodel Work of any existing building may expose workers to lead-containing materials such as paint, flashings, and pipe joints. Contractor shall comply with all applicable laws addressing such exposure, including the Cal/OSHA Lead in Construction Standards (Title 8, California Code of Regulations, section 1532.1).
- (5) The University may bring to the attention of the Contractor a possible hazardous situation in the field regarding the safety of personnel on the Site. The Contractor shall be responsible for verifying the observance of all local, state, and federal workplace safety guidelines. In no case shall this right to notify the Contractor absolve the Contractor of its responsibility for monitoring safety conditions. Such notification shall not imply that anyone other than the Contractor has assumed any responsibility for field safety operations.
- (6) Contractor shall not use explosives without first obtaining written permission from the University and then shall use them only with the utmost care and within the limitations set in the written permission and in accordance with prudence and safety standards required by law. The Trustees prohibit storage of explosives on the Project Site or University. Powder activated tools are not explosive for purposes of this Article; however, such tools shall only be used in conformance with State safety regulations.

In the event of an accident, the Contractor shall make available to the University copies of its accident report to its insurance carrier. The Contractor shall determine the cause of the accident and immediately correct any equipment, procedure, or condition contributing to the accident.

e. Utilities

- (1) If the Contractor discovers utility facilities not identified in the Contract Documents, the Contractor shall immediately notify the University and the utility involved, in writing, of such discovery. When the Contractor is required by the Plans and Specifications to locate, remove or relocate utility facilities not identified in the Contract Documents with reasonable accuracy, it shall be compensated for any reasonable actual added cost incurred. The University shall also compensate the Contractor for the cost of repairing any damage resulting from the discovery of such unidentified utility facility when such damage does not result from the failure of the Contractor to exercise reasonable care. The University shall base all such compensation to the Contractor on actual repair cost plus Contractor and subcontractor mark-up, as identified in Article 6.01-b, Allowable Costs Upon Change Orders,

subdivisions (4), (5) and (6). When the damage results from the failure of the Contractor or subcontractor to exercise reasonable care, the University shall reduce both the Contractor's and subcontractor's mark-up by six (6) percent each. The University or the public utility, where it is the owner of the utility facilities, shall have the sole discretion to perform repairs or relocation Work, or permit the Contractor to do such repairs or relocation Work at a reasonable price, where such Work is required to facilitate the Project. If the University or the owner of the utility fails to provide for removal or relocation of such unidentified utility facilities, the University shall not assess liquidated damages on the Contractor for delay in the completion of the Project.

- (2) With the exception of the identification of main or trunk line utility facilities in the Contract Documents, the foregoing provisions of subdivision (1) shall not apply to the presence of existing service laterals or appurtenances. Additionally, the University shall have no obligation to indicate them whenever the presence of such utilities on the Site of the Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Site of the construction.
- (3) Except as expressly provided in subdivisions (1) and (2) above, the Contractor shall be responsible at its own cost for all Work, expense, or special precautions caused by the existence or proximity of utilities encountered at the Site or in the performance of the Project Work. This would include, without limitation, repair of any damage that may result, including any damage resulting from hand or exploratory excavation.

The University cautions the Contractor that the utilities encountered at the Site may include communication cables or electrical cables conducting high voltage. When excavating in the vicinity of the ducts enclosing such high voltage cables, the Contractor shall:

- observe special precautions at its own cost
- expose all cables and their enclosure ducts by careful hand excavation so as not to damage the ducts or cables nor cause injury to persons, and
- erect appropriate warning signs, barricades, and safety devices.

- (4) The Contractor shall provide as-built drawings of all utilities encountered and constructed to the University, indicating the size, horizontal location, and vertical location based on the Project benchmark or a stable datum.

f. Hazardous Materials

- (1) Asbestos.

The Contractor shall not install any asbestos-containing materials or products in any Work performed under this Contract. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated; this responsibility shall not be limited in duration by Project completion, the warranty period, or other provisions of this Contract.

- (2) Lead.

The Contractor shall not install any lead-containing materials or products, including paint, in any Work performed under this Contract without the written consent of the Executive Facilities Officer and Director of Environmental Health and Safety. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated; this responsibility shall not be limited in duration by Project completion, the warranty period, or other provisions of this Contract.

4.09 Payments by Contractor

In accordance with Business and Professions Code section 7108.5, and unless otherwise agreed in writing by the parties, the Contractor agrees to promptly pay all subcontractors within seven (7) Days of receipt of each progress payment the respective amounts allowed Contractor on account of the Work performed by its subcontractors, to the extent of each such subcontractor's interest therein.

Under this Contract, the Contractor shall pay each employee engaged in Work on the Project, and shall require its subcontractors to pay each employee engaged in Work on the Project, in full (less deductions made mandatory by law), and not less often than once each week.

4.10 Responsibility to Secure and Pay for Permits, Licenses, Utility Connections, Etc.

The Contractor shall secure all permits and licenses required for any operations required under this Contract and shall pay all costs relating thereto as well as all other fees and charges that are required by the United States, the State, the county, the city, a public utility, telephone company, special district, or quasi-governmental entity. Contractor is responsible to ascertain the necessity of such permits and licenses in preparing its bid, and include in its bid the cost thereof as well as adjustments for any delays that may occur by securing permits and licenses.

4.11 Patented or Copyrighted Materials

The Contractor shall assume all costs arising from the use of patented or copyrighted materials, equipment: devices, or processes used on or incorporated in the Project. The Contractor agrees to save harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees, representatives and agents of each

of them from all suits, actions, or claims for, or on account of the use of any patented or copyrighted materials, equipment, devices, or processes.

4.12 Property Rights in Materials and Equipment

Nothing in the Contract shall be construed as vesting in the Contractor any property right in the materials or equipment after the Project is complete. All such materials or equipment shall become the property of University upon completion of the Project, and the Contractor warrants that all such property shall pass to University free and clear of all liens, claims, security interests, or encumbrances.

4.13 Taxes

The Contractor shall pay all levied taxes imposed by law that become payable resulting from the Contractor's performance under this Contract.

4.14 Contract Time

a. Time of the Essence.

All time limits specified in this Contract are of the essence of the Contract.

b. Starting and Completion Date.

The University shall designate in the Notice to Proceed the starting date of the Contract on which the Contractor shall immediately begin and thereafter diligently prosecute the Work to completion. The Contractor agrees to complete the Work on the date specified for completion of the Contractor's performance in the Contract unless the University adjusts such time, in writing, by change order. The Contractor may complete the Work before the completion date if it will not interfere with the University or their other contractors engaged in related or adjacent Work. The University shall regard the Work as completed on the acceptance date noted on the University's Notice of Completion, and consider this acceptance date that starts the guarantee period as defined in Article 8.05, Guarantee.

c. Adjustment of Contract Time Due to Acts of God, etc.

Provided that the Contractor shall notify the University in writing of the causes of delay within 24 hours from the beginning of any such delay, the University shall not assess the Contractor with liquidated damages, nor the cost of engineering and inspection, during any delay in the completion of the Project caused by the following:

- acts of God,
- the public enemy,
- fire,
- flood,
- epidemic,
- quarantine restriction,
- strike,
- freight embargo,
- discovery of archaeological or paleontological artifacts, and
- unusual action of the elements.

The University shall determine the facts with regard to the delay and the reasonable time to extend the date of completion by reason thereof, if any. The University's findings thereon shall be final and conclusive.

The University shall not compensate the Contractor for costs associated with this kind of delay.

The term "unusual action of the elements" is limited to extraordinary, adverse weather conditions and conditions that immediately result therefrom which cause a cessation in the progress of the Work which will delay the time for completion of the Contract. Adverse weather is subject to a Contract Time adjustment if it exceeds weather normal for the locality as defined by the National Oceanic and Atmospheric Administration (NOAA).

The Contractor shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions that are normal for the locality of the Site. The University has calculated the time for completion of the Contract, with consideration given to the average climatic range and usual industrial conditions prevailing in the locality of the Site.

d. Adjustment of Contract Time Due to Acts of the University.

If the Contractor experiences a delay in completing the Contract by:

- reason of any act of the University not provided by the Contract, or by
- reason of changes made pursuant to Article 6.01, Change Orders, without reaching agreement as to any time adjustments,

the University may extend the time for completion of the Contract for a period commensurate with the delay. The Contractor shall notify the University in writing of the causes of the delay within seven Days from the beginning of the delay.

- e. Contractor to Prosecute the Work Fully.
The University will grant no extension of time for any causes, unless the Contractor demonstrates to the satisfaction of the University that the Contractor has made every reasonable effort to fully prosecute the Work and complete the Work within the Contract Time. The causes of delay shall be subject to the same determinations as stated in Article 4.14-c, Adjustment of Contract Time Due to Acts of God, etc., above. Contractor shall refer to Article 4.15, Schedule.
- f. University's Adjustment of Contract Time.
The Contractor has no right to an extension of time for completion, however, the University may extend the time at the Contractor's request, if they determine it to be in the best interest of the State. If the University extends the time, the University may, as they deem proper, in lieu of assessing liquidated damages, charge the Contractor and its successors, heirs, assigns, or sureties, and deduct the following from the final payment for the Work:
- all or any part of the value of the lost use of the completed Project, and
 - the actual cost to the University of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension. Such costs will not exceed liquidated damages.
- g. Adjustment of Contract Time due to Reasons beyond University's Control.
Due to any litigation or other reason beyond the University's control that prevents or enjoins the University from proceeding with Work either before or after the start of construction, the Contractor shall not be entitled to make or assert any claim for damage by reason for said delay. The University will extend the time for completion of the Work to such reasonable time as the University may determine will compensate the Contractor for time lost by such delay. The University will set forth in writing any such determinations.
- h. Liquidated Damages.
Reference Article 7.02, Delay in Completion – Liquidated Damages.

4.15 Schedule

- a. The Contractor shall prepare and submit to the University's Construction Administrator the Contractor's Initial Construction Schedule within fifteen (15) Days after the starting date on the Notice to Proceed. The Contractor's Initial Construction Schedule shall be a Detailed Bar Chart or format acceptable to the University.
- b. The Contractor shall show on the initial Construction Schedule the sequence, duration in Days, and interdependence of activities required for the complete performance of all Work. The Contractor's Initial Construction Schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of final completion.

4.16 Labor Force and Superintendent

At all times the Contractor shall provide sufficient labor to properly prosecute the Work and to ensure completion of each part in accordance with the Construction Schedule and within the Contract Time (Public Contract Code section 10843). The Contractor shall employ competent workers who are skilled in the type of Work required and whose workmanship is of the best, regardless of the quality of material. If, in the judgment of the Trustees, any person is incompetent or disorderly, the Contractor shall promptly remove such person from the Project and shall not re-employ such person thereon.

The Contractor shall retain a competent, full-time, on-site superintendent to represent the Contractor and to direct the Project at all times while any Work under this Contract is underway. The Contractor shall not replace a Superintendent without advanced written approval from the Trustees. If, in the judgment of the Trustees, the Superintendent is incompetent, unqualified, poorly performing or disorderly, the Contractor shall promptly remove such person from the Project and shall not re-employ such person thereon. In this event the Trustees shall approve the replacement Superintendent.

The Superintendent shall prepare a daily report that includes worker count, Work in progress, etc., and shall provide it to the Trustees upon request.

The Contractor shall make certain that all subcontractors employed are properly licensed and are in good standing with the California Department of Industrial Relations.

4.17 Limitation of Construction Operations

The Contractor shall limit the area and nature of the construction operations to that which is authorized in the Plans and Specifications or approved by the Trustees.

4.18 Coordination with Other Work

The Trustees reserve the right to do other Work in connection with the Project or adjacent thereto by Contract or otherwise, and the Contractor shall at all times conduct the Work so as to impose no hardship on the Trustees or others engaged in the Trustees' Work nor to cause any unreasonable delay or hindrance thereto. Where two or more contractors are working on related or adjacent Work, each shall conduct its operation in such a manner as not to cause delay or additional expense to the other.

The Contractor shall be responsible to others engaged in the related or adjacent Work for all damage to Work, to persons and to property, and for loss caused by failure to complete the Work within the specified time for completion. The Contractor shall coordinate its Work with the Work of others so that no discrepancies shall result in the Project.

4.19 Drawings Reflecting Actual Construction

During the course of construction, the Contractor shall maintain drawings daily to show the Project as it is actually constructed. Contractor shall mark every sheet of the Plans and Specifications that differs from the actual construction and shall note sheets so changed on the title sheets of the Plans and Specifications. Contractor shall show all change orders by reference to drawings, and include any supplementary drawings or change order drawings. The Contractor shall provide sufficient detail to the altered Contract drawings so that contractor(s) may conduct future Work on the Project or in adjacent areas with a minimum of difficulty. Before the completion of the Project, and before the University releases the final retention payment, Contractor shall transmit the “as-built” drawings and Specifications to the Construction Administrator.

4.20 Access for Inspection

The Contractor shall at all times permit the University to visit and inspect the Work and shall maintain proper facilities and provide safe access for such inspection. Contractor shall not cover up Work requiring testing, inspection or verification without such test, inspection, or approval.

4.21 Cleanup of Project and Site

The Contractor shall clean up its Work at frequent intervals and shall clean up its Work at other times when directed by the University. At all times while finish Work is underway, Contractor shall keep floors broom clean. Upon completion of the Work, the Contractor shall promptly remove from the premises construction equipment and any waste materials not previously disposed of, leaving the premises thoroughly clean and ready for occupancy.

When two or more contractors are engaged in Work at or near the Site, each shall be responsible for cleanup and removal of its own rubbish, equipment, and any waste materials not previously disposed.

In the event the Contractor does not maintain the Project or the Site clear of debris and rubbish in a manner acceptable to the University, the University may opt to arrange to clean the Project or Site and withhold the expense incurred therefor from payments due the Contractor.

5.00 - INTERPRETATION OF AND ADHERENCE TO CONTRACT REQUIREMENTS

5.01 Interpretation of Contract Requirements

- a. Correlation.
Contract Documents shall be interpreted as being complementary, requiring a complete Project. Any requirement occurring in any one of the Contract Documents is as binding as though occurring in all Contract Documents. Generally, the specifications address quality, types of materials and Contract conditions while the Plans show placement, sizes, and fabrication details of materials.
- b. In the event of conflict in the Contract Documents, the priorities stated below shall govern:
 - (1) Addenda shall govern over all other Contract Documents, and subsequent Addenda shall govern over prior Addenda only to the extent modified.
 - (2) Supplementary General Conditions shall govern over Contract General Conditions.
 - (3) Contract General Conditions shall govern over all sections of the Specifications and any notation on the Plans. No other section of the Specifications shall modify the Contract General Conditions.
 - (4) In case of conflict between Plans and Specifications, the Specifications shall govern.
 - (5) Conflicts within the Plans:
 - (a) Material and equipment schedules, when identified as such, shall govern over all other portions of the Plans.
 - (b) Specific notes shall govern over all other notes and all other portions of the Plans except the material and equipment schedules described in Article 5.01-b (5) (a), above.
 - (c) Larger scale drawings shall govern over smaller scale drawings.
 - (d) Figured or numerical dimensions shall govern over dimensions obtained by scaling.
 - (6) In the event provisions of codes, safety orders Contract Documents, referenced manufacturers’ specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.
- c. In the event of omissions in the Contract Documents, the following shall apply:
 - (1) If the Contract Documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade

standard for good and skillful construction, Contractor shall deem such detail an implied requirement of the Contract Documents in accordance with such standard. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small even though the aggregate cost or importance is substantial, and shall include a single component that is incidental, even though its cost or importance may be substantial.

- (2) The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Contract Documents.

5.02 Issuance of Interpretations, Clarifications, Additional Instructions

Should the Contractor discover any conflicts, omissions, or errors in the Contract or have any question concerning interpretation or clarification of the Contract, the Contractor shall request in writing interpretation, clarification, or additional detailed instructions, before proceeding with the Work affected. Contractor shall provide the written request to the University with copies to the Inspector.

The University, shall, within a reasonable time, issue in writing the interpretation, clarification, or additional detailed instructions requested.

Should the Contractor proceed with the Work affected before receipt of the interpretation, clarification, or instructions from the University, the Contractor shall replace or adjust any Work not in conformance therewith and shall be responsible for any resultant damage or added cost.

Should any interpretation, clarification, or additional detailed instructions, in the opinion of the Contractor, constitute Work beyond the scope of the Contract, the Contractor must submit written notice thereof to the University within seven (7) Days following receipt of such interpretation, clarification, or additional detailed instructions and in any event prior to commencement of Work thereon. The Contractor shall submit an explanation of how the interpretation, clarification, or additional detailed instruction constitutes Work beyond the scope of the Contract, along with a detailed cost breakdown and an explanation of any delay impacts.

If, in the judgment of the University, the notice is justified, the interpretation, clarification or additional detailed instructions shall either be revised or the extra Work authorized by Contract change order or by field instruction with a change order to follow. If the University decides that the claim is not justified, the University shall give the Contractor a written order that the claim is not justified and direct the Contractor to perform such Work.

The Contractor must proceed with the Work upon receipt from the University of a written order to do so, in accordance with the University's interpretation of the Contract requirements. If the Contractor objects to the order, the Contractor must notify the University in writing of its objection and the reasons therefor, within seven (7) Days of receipt of the order. The Contractor shall have the right to have this claim later determined by a Claims Review Board pursuant to this Contract (see Article 7.01, Claims). When performing disputed Work, the Contractor shall prepare time and materials records for each day, and the Construction Inspector shall verify these records at the conclusion of each day. The Contractor shall have no claim for additional compensation because of such interpretation, clarification, or additional detailed instruction, unless it gives the written notices required to the University within seven (7) Days as specified above.

5.03 Product and Reference Standards

- a. Product Designation.
When descriptive catalog designations, including the manufacturer's name, product brand name, or model number are referenced in the Contract, Contractor shall consider such designations as those found in industry publications of current issue as of the bid opening date specified in the Notice to Contractors.
- b. Reference Standards.
When standards of the federal government, trade societies, or trade associations by specific date of issue, the Contractor shall consider these a part of this Contract. When such references do not bear a date of issue, Contractor shall consider the current and most recently published edition as of the bid opening date specified in the Notice to Contractors a part of this Contract.

5.04 Shop Drawings, Samples, Alternatives or Equals, Substitutions

- a. Submittal Procedure.
"Shop drawings" include drawings, diagrams, illustrations, material and equipment schedules, performance charts, brochures and catalogs and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. So as to cause no delay in the Work, the Contractor shall review and approve all shop drawings. Once approved, the Contractor shall: promptly review and mark the shop drawing "approved" and submit it to the University, together with submittal samples as required by the Contract, and also submit

any offers of alternatives or substitutions. Contractor shall submit at least six copies of shop drawings as well as electronic copies, as may be required by University for electronic management. Contractor shall send all such submittals to the party given in the instructions to the Contractor at the job start meeting. A letter shall accompany the submitted items containing a list of all matters submitted and identifying all deviations in the shop drawings and samples from the requirements of the Contract. Failure by the Contractor to identify all deviations may render any action taken on the materials submitted to be void. Whether to void such action shall be in the discretion of the University. By submitting the approved shop drawings and samples, the Contractor represents that Contractor has verified the data contained therein with conditions as they actually exist and that the shop drawings and samples have been checked and coordinated with the Contract.

b. Samples.

“Samples” are physical examples furnished by the Contractor to illustrate materials, equipment, color, texture, or workmanship, and to establish standards for judging the Work. Physical samples shall govern in the case of a conflict between finish schedules, specifications, other submittals, and the physical sample.

The Contractor shall remove samples from the Site when directed by the University. If Contractor does not remove samples from the Site, the University may opt to claim the samples as the property of the University, or the University will remove or dispose of them at the Contractor’s expense.

c. Alternatives or Equals.

For convenience in designation on the plans or in the specifications, certain materials or equipment may be designated by a brand or trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as “designated by brand name.” Alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Bidder complies with the following requirements:

- (1) The Bidder shall submit its proposal to the University for an alternative as an “equal” in writing no later than 35 Days after the award of the Contract, unless otherwise specified in the Supplementary General Conditions (Public Contract Code section 3400). In exceptional cases the University may give written consent to a submittal or re-submittal received after the expiration of the time limit designated. The Bidder is responsible for timely submittal of its proposed “or equal.”
- (2) The University will consider no proposal unless accompanied by complete information necessary to permit determination of the equality of the offered materials or equipment. Provide samples when requested by the University.
- (3) The burden of proof as to the comparative quality and suitability of the offered materials or equipment shall be upon the Bidder. Where the material is specified by capacity or performance, the burden of proof shall be on the Bidder/Contractor to show that any particular equipment or materials meet the minimum capacities or the performance requirements specified. The Bidder/Contractor shall furnish at its own expense all information necessary for a determination regarding meeting the minimum capacities or performance requirements.

The University shall be the judge of such matters. If the University rejects the use of any alternative materials or equipment, then Contractor shall furnish one of the products designated by brand name.

If changes or delays are required for proper installation or fit of alternative materials, articles, or equipment, or because of deviations from Contract Documents, Contractor shall make such changes or delays at the Contractor’s expense without recourse for reimbursement from the University.

d. Substitutions.

If the Contractor proposes a product that is of lesser or greater quality or performance than the specified material or equipment, it must comply with these provisions of Article 5.04, but, in addition, the Contractor must submit any cost impact. By submitting a substitute, the Contractor waives any rights to claim a delay due to the processing of this substitution. The time for submittal of a substitution of an unequal product shall be restricted to 35 Days after the effective date on the Notice to Proceed unless the University allows a longer or shorter period in writing. The University is not obligated to review or accept substitutions.

5.05 Quality of Materials, Articles and Equipment

Materials, articles and equipment furnished by the Contractor for incorporation into the Work shall be new. When the Contract requires that materials, articles or equipment be furnished, but the quality or kind thereof is not specified, the Contractor shall furnish materials, articles or equipment at least equal to the kind or quality or both of materials, articles or equipment that are specified.

5.06 Testing Materials, Articles, Equipment and Work

The University specifies in this Contract the materials, articles, equipment or other Work requiring tests. The Contractor shall deliver to the Site all materials, articles and equipment requiring tests in ample time before intended use to allow for testing.

Contractor shall not use these prior to testing and receipt of written approval. The Contractor shall be solely responsible for notifying the University where and when materials, articles, equipment and Work are ready for testing. Should Contractor cover any such materials, articles, equipment or Work without testing and approval, if required, Contractor shall uncover them at the Contractor's expense.

5.07 Rejection

Should any portion of the Work done or any materials, articles or equipment delivered fail to comply with the requirements of the Contract, the University shall reject such Work, materials, articles or equipment in writing and the rejected Work shall immediately be made satisfactory to the University, by the Contractor, at no additional expense to the University. Contractor shall immediately remove any rejected Work from the premises at the Contractor's expense. The University may retain one and one-fourth times the cost of the rejected materials, articles, equipment, and Work from any payments due the Contractor until it is made acceptable to the University. The University may back charge the Contractor for design costs incurred in the correction of Contractor's rejected Work.

5.08 Responsibility of Quality

The testing and inspection provided by the University shall not relieve the Contractor of its responsibility for the quality of materials and workmanship provided by the Contractor, and the Contractor shall make good all defective Work discovered during or after completion of the Project.

6.00 - CHANGES IN THE WORK

6.01 Change Orders

The University reserves the right to issue written orders, or Field Instructions, to the Contractor, and the University's Construction Administrator shall sign them. Through the use of Field Instructions, the Construction Administrator may direct changes in the Work at any time prior to the acceptance of the Project without voiding the Contract, and Contractor shall promptly comply with such orders. The Contractor may request changes in the Work, but shall not act on the changes until approved in writing by the University. Any change made without the University's written authorization shall be the responsibility of the Contractor; in this case, the University will not increase compensation or extend time or a change involving greater expense to the Contractor and may reject changes. The consequent responsibility falls on the Contractor to replace at its own expense the changed Work with that originally specified (Public Contract Code section 10827).

On the basis set forth herein, the University shall adjust the Contract price for any written order or Field Instruction requiring a different quantity or quality of labor, materials or equipment from that originally required, and the University shall adjust the partial payments to the Contractor to reflect the change, as set forth in Article 8.02, Partial Payments. Whenever the necessity for a change arises, and when so ordered by the University in writing, the Contractor shall take all necessary steps to halt such other Work in the area of the change, to prevent the change affecting the other Work. Contractor shall perform changed Work in accordance with the original Contract requirements except as modified by the change. Except as herein provided, the Contractor shall have no claim for any other compensation due to changes in the Work (Public Contract Code section 10841).

a. Proposed Change Orders.

The University shall issue to the Contractor a cost request bulletin or field instruction, for a proposed change order describing the intended change. Further, the University shall require the Contractor to respond with a proposed amount added to or subtracted from the Contract price due to the change, and supported by a detailed estimate of cost (hereinafter called a change order request (COR)). Upon request by the University, the Contractor shall permit inspection of the original Contract estimate, subcontract agreements, or purchase orders relating to the change. The Contractor shall also include in its response to the cost request bulletin, with substantiating detailed explanation, any request for adjustment in time of final completion of the Project that is directly attributable to the changed Work. Contractor's failure to request adjustment of time on the COR shall waive any right to subsequently claim an adjustment of the time for final completion based on the changed Work. The Contractor shall submit the COR with detailed estimates and any time extension request thereon to the University and the Project Manager/Construction Inspector within fifteen (15) Days after issuance of the cost request bulletin or field instruction, with a copy to the Project Manager/Construction Inspector. If the Contractor does not submit the COR within the required fifteen (15) Days, and the Contractor has not obtained the University's permission for a delay in submission, the University may order the Contractor in writing to begin the Work immediately, in accordance with Article 6.01-d or Article 6.02. Then the University shall adjust the Contract price in accordance with the University's estimate of cost, unless the Contractor within fifteen (15) Days following completion of the changed Work presents proof convincing to the University that the University's estimate was in error. For any amount added to the Contract price for the changed Work, the University shall determine payment, made in one of the following three ways: a lump sum amount, time and materials with a guaranteed maximum price, or time and materials with no guaranteed maximum price. If the parties agree on either of the latter two methods, the Contractor shall keep and submit time and materials records verified daily by the Construction Inspector to substantiate its costs and to furnish such proof.

When the University and the Contractor agree on:

- the amount to be added to the Contract price or deducted from the Contract price and
- the time to be added to the Contract completion date or deducted from the Contract completion date, and
- the University and Contractor sign a Contract Change Order,

then Contractor shall proceed with the changed Work.

When the University and the Contractor agree to the adjustment in the Contractor's compensation for the performance of changed Work, but fail to agree to the time adjustment for such Work, the Contractor shall proceed with the Work at the agreed price, reserving the right to further pursue its claim for a time adjustment (reference Article 4.14-d, Adjustment of Contract Time Due to Acts of the University). The University shall not bear any costs incurred to acquire information relative to a proposed change order.

b. Allowable Costs upon Change Orders.

The only costs (estimated or actual) allowable due to changed Work, and the manner in which such costs are computed, shall be in accordance with the following eight provisions. In submitting a change order request, the Contractor affirms:

- that the cost is submitted in good faith,
- that the cost is accurate and is in accordance with the provisions of the Contract requirements, and
- that the Contractor submits the cost recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim to the University (Government Code sections 12650 *et seq.*).

The definition of the term "Direct Cost" is the actual cost of Work before the application of any mark-ups for overhead and profit. In addition to items identified in the following provisions, direct cost items may include: hoisting, clean up (both periodic and final), trash removal, traffic control, and dust control.

(1) Labor.

Costs are allowed for the actual payroll cost to the Contractor for labor, field supervision of changed Work, (but not field office supervision nor indirect supervision) and engineering or technical services directly required for the performance of the changed Work (but not Site management such as field office estimating, clerical, purchasing, as-builts, change order coordination, or warranty). Costs include payments, assessments, or benefits required by lawful labor union collective bargaining agreements, compensation insurance payments, contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the federal government required by the Social Security Act.

The University will not recognize any labor cost at a rate in excess of the wages that the Contractor paid for similar Work on the Project at the time Contractor performed the Work. Nor will the University permit the use of a classification that would increase the cost of labor, unless the Contractor established to the satisfaction of the University the necessity for use of such higher classifications of workers. On a proposed change, the Contractors and subcontractors shall submit a fully detailed breakdown of the cost of every labor classification to be utilized in the Work on the Hourly Labor Rate Worksheet. The University may verify wage and burden per Article 4.02-a, Prevailing Wage, subdivision (6). The Contractor shall ensure that the unit cost of labor shall be an accurate accounting of actual costs paid in accordance with the allowances herein, and it shall be submitted under penalty of perjury.

(2) Materials.

The University allows Contractor's costs for the cost of the materials directly required for the performance of the changed Work. Such cost of materials may include the costs of transportation, sales tax, and delivery if necessarily incurred. If a trade discount by the actual supplier is available to the Contractor, Contractor shall provide the credit to the University. If Contractor obtains the materials from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for such materials. Contractor may charge cost for consumed materials on a reasonably estimated basis, but may not be a percentage of labor.

If the University deems that the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost from the actual suppliers thereof, then the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The University reserves the right to furnish such materials as they deem advisable, and the Contractor shall have no claim for costs or profits on material furnished by the University.

(3) Equipment.

The University allows Contractor's actual costs for the use of equipment directly required in the performance of the changed Work, except that the University will make no payment for time while equipment is inoperative due to breakdowns or for non-working days. The rental time shall include the time required to move the equipment to the Project Site from the nearest available source for rental of such equipment, and to return it to the source. If such equipment does not move by its own power, then the University will pay loading and transportation costs. However, the University will not pay either moving time or loading and transportation costs, if Contractor uses the equipment on the Project in any other way than upon the changed Work. Small tools or small equipment are

individual pieces of equipment having a replacement value of \$200.00 or less, and the University will make no payment therefor unless it has been rented specifically for the changed Work. For consumed equipment or tools, such as paintbrushes, rollers, drill bits, etc., Contractor may charge on an actual or reasonably estimated cost basis, and shall not charge as a percentage.

For equipment owned, furnished, or rented by Contractor, the University shall not pay any cost in excess of the rental rates established by distributors or equipment rental agencies in the locality of the performed Work.

The University shall pay the Contractor an amount that includes mark-up for the use of equipment as set forth above. The University's payment constitutes full compensation to the Contractor for the costs of the following: of fuel (unless the Contractor has demonstrated that mark-up does not cover consumed fuel cost), power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and any and all Contractor's costs incidental to the use of such equipment. Equipment operators shall be paid as provided in Article 6.01-b (1), above.

(4) Mark-ups on Change Orders.

The mark-ups allowed on the direct cost of changed Work include all incidental overhead support costs and profit. Such incidental overhead support costs include: estimating and purchasing; indirect supervision and project management; home office overhead; Site overhead including facilities and utilities; change order coordination; as-built drawings; warranties; bonds; course of construction and liability insurance including labor; and small tools. Any incidental overhead support cost not expressly identified herein shall be included in the Contractor's mark-up. The University will not permit mark-up on mark-up. If the Contractor owns, partially owns, or has a shared profits arrangement with the subcontractor, Contractor shall reduce any mark-up otherwise applicable to a change in proportion with the shared profits.

(5) Work by Subcontractors and Vendors.

For any portion of the changed Work which a subcontractor of any tier performs, the Contractor shall furnish to the University a detailed estimate, prepared and signed by subcontractor, of the subcontractor's cost for performing the changed Work. The University may opt to accept a lump sum estimate of such cost to subcontractor, in lieu of the detailed estimate.

The combined costs for subcontractor's overhead, profit, taxes, indirect supervision, insurance, bonds, and any other costs not specifically allowed by Article 6.01-b (1), (2), and (3), shall not exceed fifteen (15) percent on the first \$50,000 of the direct cost; thereafter, ten (10) percent on the balance beyond \$50,000. The maximum allowable mark-up of a first tier subcontractor on any subsequent tiers shall be seven (7) percent. The aggregate mark-ups allowed by multiple tiered subcontractors shall not exceed twenty-six (26) percent of the direct cost on the first \$50,000; thereafter, twenty-one (21) percent on the balance beyond \$50,000.

Estimates of the amount deleted from subcontractor's portion of the Work shall be the gross value of the deducted Work plus at least six percent for overhead, bonds, insurance, and related savings added to the direct value of the deleted Work. For changed Work to be furnished by a vendor, the Contractor shall furnish upon demand of the University, a lump sum estimate of the cost of the items including taxes and cartage prepared by the vendor. The University will not allow vendor mark-up for overhead, profit, layout, supervision or bonds for changed Work furnished by a vendor.

(6) General Contractor Mark-up for Added Work.

When a subcontractor performs changed/added Work, the Contractor may add no more than ten (10) percent mark-up to the subcontractor's total direct cost estimate (excluding the subcontractor's mark-up) for such Work on the first \$50,000; thereafter, the mark-up is seven (7) percent on the balance beyond \$50,000. The Contractor's ten percent mark-up in this case is for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs not specifically allowed by Article 6.01-b (1), (2) and (3). Also reference Article 4.08-e, Utilities, for special mark-up on repair of utilities. Contractor may add up to fifteen (15) percent to its direct cost when self-performing the changed Work on the first \$50,000, and ten (10) percent thereafter on the balance beyond \$50,000.

(7) Credit for Deleted Work.

Where an entire item or section of Work is deleted from the Contract, the entire subcontract value or bid value shall be considered the appropriate deduction less the value of Work performed, and shall have at least six percent mark-up added thereto for the Contractor's saved overhead, bonds, insurance, and taxes. If the subcontract value or bid value is not identifiable, then deduct from the Contract Amount the estimated value of the deducted Work plus at least six percent for saved overhead, bonds, and insurance. Contractor shall use the value submitted on the schedule of values to calculate the credit amount, and may not be further marked up if it includes the value for general conditions (overhead, bonds, insurance, etc.).

For a proposed change order that involves both added and omitted Work, the Contractor shall separately calculate its total added costs and its total deducted costs, and shall then sum its total added and deducted costs, resulting in the Contractor's net cost for the change order. The Contractor shall then apply the mark-up to this net cost. Similarly, the Contractor shall separately calculate each subcontractor's total added costs and total deducted costs, and shall then sum each subcontractor's total added and deducted costs, resulting in each subcontractor's net cost for the change order. If the resulting net costs for each subcontractor will increase the Contract price, then the Contractor shall apply separate mark-ups for added Work as specified in Article 6.01-b (6). If the resulting net costs for each subcontractor will decrease the Contract price, then the Contractor shall apply separate mark-ups for deleted Work as specified in Article 6.01-b (7).

For example:

Contractor - net cost is \$30,000, Contractor's mark-up is 15%, or \$4,500.

Subcontractor A - net cost is \$20,000, Contractor's mark-up is 10%, or \$2,000.

Subcontractor B - net cost is <\$10,000>, Contractor's mark-up is six percent, or <\$600>.

The Contractor's total mark-up for this example change order is \$5,900.

(8) Market Values.

Cost for added Work shall be no more than market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the University that it investigated all possible means of obtaining Work at prevailing market values and could not avoid the excess cost.

When a change order deletes Work from the Contract, the computation of the amount thereof shall be the values, which prevailed at the time bids for the Work were opened, if the Work is contained in a subcontract agreement or purchase order executed at or near the time bids were opened.

c. Failure to Agree as to Cost

(1) For Added Work.

Notwithstanding the failure of the University and the Contractor to agree as to the cost of the proposed change order, the Contractor, upon written order from the University, shall proceed immediately with the changed Work. This written order shall be in the form of a Field Instruction or letter signed by the University. At the start of each day's Work on the change, the Contractor shall notify the University in writing as to the size of the labor force for the changed Work and its location. Contractor's failure to notify the University may result in the non-acceptance of the costs for that day. At the completion of each day's Work, the Contractor shall furnish to the Construction Inspector a detailed summary of all labor, materials, and equipment employed in the changed Work. The Construction Inspector will compare his/her records with Contractor's daily summary and may make any necessary adjustments to the summary. After the Construction Inspector and the Contractor agree upon and sign the daily summary, the summary shall become the basis for determining costs for the additional Work. The sum of these costs when added to an appropriate mark-up will constitute the payment for the changed Work. The University, however, may make subsequent adjustments, based on later audits by the University. When Contractor performs changed Work at locations away from the jobsite, the Contractor shall furnish in lieu of the daily summary, a summary submitted at the completion of the Work containing a detailed statement of labor, material, and equipment used in the Work. This latter summary shall be signed by the Contractor, who shall certify thereon under penalty of perjury that the information is true, and the costs are as allowed in Article 6.01-b (1), (2) and (3). If Contractor is to pay changed Work on the basis of time and materials, Contractor shall include a credit for deleted Contract Work. Mark-up shall be as covered in Article 6.01-b (4), (5), (6) and (7).

The Contractor shall maintain and furnish on demand of the University itemized statements of cost from all vendors and subcontractors who perform changed Work or furnish materials and equipment for such Work. The vendors and subcontractors must sign all statements.

(2) For Deleted Work.

When a proposed change order contains a deletion of any Work, and the University and the Contractor are unable to agree upon the cost thereof, the University's estimate may be deducted from the Contract price. The University may withhold from any payment due the Contractor, until the Contractor presents proof convincing to the University that the University's estimate was in error. The amount to be deducted, other than deletion of an entire item as addressed in Article 6.01-b (7), shall be the costs to the Contractor for labor, materials, and equipment which would have been used on the deleted Work together with the credit mark-up. Use the guidelines set forth in Article 6.01-b in computing the amounts involved for changes other than deletion of an entire item.

d. Allowable Time Extensions.

For any change in the Work, the Contractor shall be entitled only to such adjustments in time by which completion of the entire Work is delayed due solely to performance of the changed Work. However, the University will not grant an extension of time for a change in the Work, unless the Contractor:

- demonstrates to the satisfaction of the University that the Work is on the critical path and
- submits an updated CPM schedule showing that an extension of time is required and
- is making, or has made, every reasonable effort to guarantee completion of the additional Work called for by the change within the time originally allotted for the Contract (Public Contract Code section 10842).

Attention is directed to Article 4.14, Contract Time, and Article 4.15, Schedule.

e. Use of Allowances.

The University uses allowances for specific and discrete scopes of Work that are indeterminate at time of bid and may cause allowances to be included in the base bid as estimates for this Work. Examples of allowances include but are not limited to keying, hard rock excavations, special utility permits or utility connection fees. The University shall authorize each debit from an allowance in writing, using a field instruction. Debits from allowances and mark-ups on allowance work performed by subcontractors shall be in accordance with this Article 6. Since allowances are a part of the base Contract Work, the University will not award additional mark-up to Contractor for work performed within the allowance by Contractor or any subcontractor. Contractor shall include a six-percent mark-up on a credit change order for any unused portion of an allowance. Work performed in excess of an allowance is subject to normal mark-ups in accordance with this Article 6.

Contractor shall maintain an allowance log, indicating each debit from each allowance, and submit it with the monthly payment application for the Trustees' approval.

6.02 Emergency Changes

Following are the kinds of emergency changes that the University may authorize in writing to the Contractor:

- a. changes in the Work agreed by the University to be necessary due to unforeseen Site conditions,
- b. discovery of errors in Plans or Specifications requiring immediate clarification in order to avoid a serious Work stoppage, and
- c. changes of a kind where the extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by the University.

The Contractor shall commence performance of the emergency change immediately upon receipt of written direction from the University.

If the University and the Contractor reach an agreement as to compensation and/or time adjustment for the purpose of any emergency change, then compensation and/or time extension, as appropriate, will be as provided in Article 6.01 relating to ordinary changes. If the University and the Contractor do not reach an agreement on compensation and/or time adjustment at the time of commencing the emergency change, then compensation and/or time extension, as appropriate, will be as provided in Article 6.01-c. All time and materials records and summaries shall be witnessed on a daily basis, and maintained until either a lump sum payment and/or time extension, as provided in Article 6.01-d, is agreed upon, or the changed Work is completed.

7.00 - CLAIMS AND DAMAGES

7.01 Claims

a. Claim and Dispute Submittals

Contractor shall promptly submit any dispute related to this Contract or its breach that is not resolved by agreement submitted in accordance with this Article 7.01, with adequate supporting data. Adequate supporting data shall include, but is not limited to a statement of the reasons for the asserted entitlement, the certified payrolls, invoice(s) for material and equipment rental, an itemized breakdown of any adjustment sought, and supporting schedules.

At the time of submission of any claim, the Contractor shall certify as follows:

SUBMISSION UNDER PENALTY OF PERJURY

“I, (insert full name), am the (insert title--must be an Officer) of (insert name of firm).
I declare under penalty of perjury under the laws of the State of California and do personally certify and attest that I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, know its contents, made said claim in good faith; and that:

- the supporting data is truthful and accurate;
- the amount requested accurately reflects the contract adjustment for which I believe the Trustees are liable, and further,
- I am familiar with California Penal Code section 72 and California Government Code section 12650 *et seq.*, pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.”

BY: (signature) Date: (insert date of signature)

Contractor's submission of a claim, properly certified, with all required supporting documentation, and Trustees' written rejection or denial of all or part of the claim(s) are conditions precedent to any action, proceeding, litigation, suit, or demand for arbitration by the Contractor.

- b. Contractor's Claim(s) – Notice of Claim
In accordance with Article 5.02 (Issuance of Interpretations, Clarifications, Additional Instructions), should the Contractor disagree with the determination of the University on a matter that substantially affects the Contractor's costs, compensation or extent of Work, the Contractor shall file a preliminary claim with the Trustees. For purposes of this Article 7.01, "claim" means a separate demand by Contractor, sent by registered or certified mail with return receipt requested, for one or more of the following:
- (1) a time extension for relief from damages or penalty for delay;
 - (2) Trustees' payment which is not otherwise expressly provided or to which the Contractor is not otherwise entitled;
 - (3) payment of an amount that the Trustees dispute;
 - (4) subcontractor claims.
- c. Actions Prior to Claims Review Board
- (1) Contractor's Claim Submittal / Documentation.
Contractor submitted its claim in accordance with Article 7.01, subsections 'a' and 'b'.
 - (2) Trustees' Review of Contractor's Claim upon Receipt.
The Trustees shall conduct a reasonable review of the claim upon receipt and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying disputed and undisputed portions of the claim. Upon receipt of the claim, and by mutual agreement, the Trustees and Contractor may extend the time provided herein.
The Trustees' failure to issue a written statement shall result in the rejection of the claim in its entirety. A claim that is denied by reason of the Trustees' failure to respond to the claim or to meet the time requirements contained herein shall not constitute an adverse finding regarding the merits of the claim or the responsibility/qualifications of the Contractor.
 - (3) Trustees' Payment of Undisputed Portion of Claim.
The Trustees shall pay the undisputed portion of the claim within 60 days after issuing the written statement.
- d. Informal Meet and Confer Conference
- (1) If Contractor disputes the Trustees' response, or if the Trustees fail to respond to Contractor's claim within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered or certified mail with return receipt requested, the Trustees shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - (2) Post-Meet and Confer Conference
Within ten business days following conclusion of meet and confer conference, the Trustees shall provide Contractor a second written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. The Trustees shall pay the undisputed portion within 60 days after the Trustees issue the second written statement.
- e. Nonbinding Claims Review Board
Contractor shall submit any remaining disputed portion of the claim to a nonbinding Claims Review Board. If the Claims Review Board is unsuccessful, Contractor may submit the disputed portion of the claim to mediation.
- f. Contractor Submission of Unresolved Claims.
Contractor shall submit all claims in writing in accordance with this Article 7.01 to the Trustees no later than 30 Days after the County Recorder's recordation date on the Trustees' Notice of Completion. The Contractor's failure to submit its claims to the Trustees within this 30-Day period shall constitute a waiver by the Contractor of such claims. Once Contractor has submitted the claims, and the 30 Days after the County Recorder's recordation date on the Notice of Completion have expired, Contractor may not submit any additional claims. Contractor shall have 30 additional Days in which to submit six copies of a total and detailed claims package. Failure to submit the full detailed package within this second 30-Day period shall constitute a waiver by the Contractor of such claims.
- g. False Claims.
Contractor submits the claim recognizing the significant civil penalties and treble damages, which follow from making a false claim or presenting a false claim to the Trustees (reference Government Code sections 12650 *et seq.*).
- h. Trustees' Claim(s) Submittal.
The Trustees shall submit a rebuttal to the Contractor's claim, along with any Trustees' claims to the Claims Review Board within a reasonable time after the submission by the Contractor of a total and detailed claims package or the expiration of the time to file Contractor's claims.

i. Contractor Rebuttal to Trustees' Claims.
Upon submission of any Trustees claims, the Contractor shall have an additional 30-day period to submit to the Claims Review Board the Contractor's rebuttal to the Trustees' claims.

j. Claims Review Board.
The Trustees will convene a Claims Review Board to hear the submitted claims at the completion of the Project. Each Claims Review Board shall continue to function until the members review all pertinent facts and arrive at a recommendation. The Assistant Vice Chancellor for Capital Planning, Design and Construction, or a designee administers the Claims Review Board process. These administrative responsibilities include, but are not limited to, selection of the Claims Review Board members, determination of the time and location of the hearing, and application of the Claims Review Board procedures. The Claims Review Board is comprised of representatives of the California State University, which may include representatives of Capital Planning, Design and Construction staff who have not had any direct connection to the Project. It is a neutral, lay dispute resolution board, in which an independent third-party board assists the parties in dispute resolution through negotiation or by issuance of an evaluation or recommendation. Attorneys and third party claims specialists may not participate in the hearings, with the exception of scheduling consultants. The Board's recommendation will be made as soon as possible after the conclusion of the hearing, and that recommendation is made to the appropriate University official and the Assistant Vice Chancellor of Capital Planning, Design and Construction.

The decision to accept or reject the Board's recommendation is the responsibility of either the University official, if the University administered the Project, or the Assistant Vice Chancellor, Capital Planning, Design and Construction, if the Chancellor's Office administered the Project. The decision of the University official or the Assistant Vice Chancellor (as appropriate) exhausts the Contractor's contractual and administrative remedies with the Trustees.

k. Actions Post Claims Review Board.

(1) Initial Mediation.

Should a dispute remain unresolved following exhaustion of the Claims Review Board process, the parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute.

Within ten business days after the Trustees have identified the disputed portion in the Trustees' second written statement, the Trustees and Contractor shall mutually agree to a mediator, for which the Trustees and the Contractor shall share the costs equally. If Contractor and Trustees cannot agree on a mediator, each party shall select a mediator, and these mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(2) Other Dispute Resolution.

If, on completion of such mediation, the parties are unable to agree and settle the dispute, then the parties may pursue the dispute in litigation or through some other dispute resolution technique, except arbitration.

7.02 Delay in Completion—Liquidated Damages

If the Contractor does not complete the Work within the time required, damage will be sustained by the University. It is, and will be, impractical and extremely difficult to determine the actual damage that the University will sustain due to the delay. It is therefore agreed that the Contractor will pay to the University the sum of money stipulated per Day in the Contract for each Day's delay in completing the Work beyond the time prescribed, reference Article 8.01, Acceptance. If the Contractor fails to pay such liquidated damages, the University may deduct the amount thereof from any money due or that may become due the Contractor under the Contract (Public Contract Code section 10826). If the University has occupancy of all or a portion of the Project, the University may reduce the amount of assessment of liquidated damages, if it is determined to be in the best interest of the University. University's assessment of liquidated damages shall not commence on a Saturday, Sunday or legal holiday.

7.03 Failure to Meet Terms of Contract

If the University deems that the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the Work with the diligence and force specified in the Contract, then the University may take any of the actions authorized in Public Contract Code section 10843 *et seq.* The Contractor's failure to complete a punch list with diligence is an example of such failure to meet the terms of the Contract.

7.04 Third-Party Claims

The University has full authority to compromise or otherwise settle any claim relating to a Contract at any time. However, the University shall notify the Contractor of the receipt of any third-party claim relating to the Contract (Public Contract Code section 9201).

8.00 - PAYMENT AND COMPLETION

8.01 Acceptance

When the University deems that the whole Project is complete in all respects in accordance with the Plans and Specifications, to the University's full satisfaction, the University will then file a Notice of Completion with the County Recorder in the county in which the Project is located. For projects bid with a segregation of costs for separate, independent portions of Work, the University individually accept each of the separate portions. The date of acceptance of the Project as stated on the Notice of Completion shall be the official completion date relating to liquidated damages. Acceptance shall be final and conclusive except for latent defects, gross mistakes amounting to fraud, audit rights, or Trustees' rights under any warranty or guarantee.

The County Recorder's date of recording on the Notice of Completion, if filed timely (within fifteen Days of acceptance), shall be the official completion date relating to stop payment notices. Contractors and all subcontractors must file all stop payment notices with the University within 30 Days after the County Recorder's recordation date on the University's timely filed Notice of Completion. Contractor and all subcontractors shall submit claims arising from this Contract in writing to the University no later than 30 Days after the recordation date on the University's Notice of Completion; see Article 7.01, Claims.

8.02 Partial Payments

To assist in computing partial payments, the Contractor shall submit to the University a "Schedule of Values" of the Contractor's actual and estimated costs for each item of Work, including approved change orders. The Contractor shall provide cost breakdowns in sufficient detail for use in estimating the completed Work each month and shall submit this information within 21 Days after the date of commencement of Work given in the Notice to Proceed.

Once each month during the progress of the Work, the Contractor shall submit to the Construction Administrator a partial payment request. The Contractor shall base the partial payment request on the approved bid breakdown for the cost of the Work completed plus, where applicable, a maximum of 90% of the verified supplier-invoiced and Contractor-purchased value for the acceptable materials delivered to the Site, or stored, subject to the control of the Contractor but identified as the property of the Trustees, and not yet installed and as allowed on the Contract Payment Request, form [702.12](#), line 2-f. The Contractor must make any materials stored offsite accessible to the Trustees to verify invoiced value and shall deliver these materials to the Trustees upon request. When submitting a request for payment for materials, the Contractor shall submit the Request for Materials On Hand, form [702.17](#), with its partial payment request.

The Contractor shall submit the partial payment request on the monthly anniversary of the Day selected by the Contractor in the job start meeting. The University shall process partial payment requests with five percent retention. The University holds retention as security for the fulfillment of the Contract by Contractor. The University will withhold sufficient funds in addition to the retention to cover for anticipated liquidated damages, stop payment notices, Labor Code wage and penalty assessments, unacceptable Work, punch list Work, and University's back-charges such as for retesting and reinspection. The University shall not process partial release of retention before Contract completion (Public Contract Code section 10851) unless the University phases the Project with a segregation of costs per Articles 8.01 and 8.05.

The University shall not construe partial payments as acceptance of any Work that is not in accordance with the requirements of the Contract, and will process payment in accordance with section 10853 of the Public Contract Code. Such procedure provides for 39 Days processing, from the date of receipt at the University, prior to assessment of late payment interest.

8.03 Stop Payment Notices

The University shall retain out of any money due or that may become due the Contractor, sums sufficient (125 percent of the claim) to cover claims filed pursuant to the stop payment notice provisions of the law (Civil Code, section 9000 *et seq.*).

All parties shall present preliminary notices and stop payment notices to the University's Construction Administrator in proper form, and should send a copy to the Trustees at the address identified in the letter transmitting the Contract for signature and at the preconstruction conference. Contractor shall be responsible to communicate this information to all subcontractors.

8.04 Payment

After Trustees' acceptance of the Project as complete, the Contractor shall submit to the Construction Administrator a payment request of the total due under the Contract less the retention. The University shall process this payment request in the same manner as the partial payment requests. Reference Article 8.02, Partial Payments.

The University shall notify the Contractor of the date of recordation of the Notice of Completion. The Contractor shall submit a request for payment of the retention to the Construction Administrator, who will process the retention payment 30 calendar Days after the date of recordation by the County Recorder.

The University shall continue to retain funds to cover liquidated damages, stop payment notices, state labor commissioner claims, back charges from the University, unexecuted credit change orders, and other such claims received up to the end of the 30 Days period following recordation. Upon receiving any stop payment notice, the University shall withhold payment in an

amount of at least 125 percent of the total claims filed until either the rights under the stop payment notice have been settled, or the Contractor has posted sufficient bond in an amount of at least 125 percent of the total claims filed to secure payment of such claims.

On projects bid with a segregation of costs for separate, independent portions of Work that University accepts individually pursuant to Article 8.01, Acceptance, Contractor and the University shall follow the final payment procedure specified in this Article. The total amount due under the Contract, the amounts retained, other claims for compensation, and the filing of stop payment notices shall refer only to the portion accepted.

8.05 Guarantee

The Contractor hereby unconditionally guarantees the Work under this Contract to be in conformance with the Contract requirements and to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the Project, pursuant to Article 4.14–b, Starting and Completion Date, unless the University stipulates a longer guarantee period in the Contract Documents. Contractor shall obtain and deliver to the University all manufacturers’ warranties; the manufacturers’ warranties shall start on the acceptance date noted on the Notice of Completion and shall run through the full term of each manufacturer’s standard warranty. By this guarantee the Contractor agrees, within the guarantee period, to repair or replace any Work, together with any adjacent Work which may be displaced in so doing which is not in accordance with the requirements of the Contract or which is defective in its workmanship or material, all without any expense whatsoever to the University.

The Contractor who is responsible for the entire Work, and the subcontractor that performs the Work, shall sign special guarantees required by the Contract.

The Contractor further agrees that within ten (10) Days after the University notifies Contractor in writing of any Work not in accordance with the requirements of the Contract or of any defects in the Work, Contractor shall commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee and to complete the Work in accordance with the requirements of the Contract within a reasonable period of time. The Contractor, in the event of failure to comply, does hereby authorize the University to proceed to have the Work done at the Contractor’s expense, and agrees to pay the cost thereof upon demand. The University shall be entitled to all costs necessarily incurred upon the Contractor’s refusal to pay the above cost.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health or safety of the Trustees’ employees, property, or licenses, the University may without prior notice undertake all Work necessary to correct hazardous conditions, caused by the Work of the Contractor that is not in accordance with the Contract requirements at the Contractor’s expense.

8.06 Contractor Evaluation

The University will perform a contractor evaluation and file a report with the Trustees after completion of the Project. If the Contractor fails to perform the construction Contract responsibly by failing to complete all Work and requirements, including honoring the warranty, the Construction Administrator shall file a Nonresponsible Contractor Evaluation with the Trustees. The Contractor may then be deemed ineligible to bid on Trustees’ Work for a period of time as a result of this evaluation. The Construction Administrator will send the Contractor notification of a Nonresponsible Contractor Evaluation and provide the Contractor an opportunity for a hearing prior to the filing of the evaluation report with the Trustees. Refer also to Article 2.08, Failure to be a Responsible Bidder.

9.00 - MISCELLANEOUS

9.01 Governing Law

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

9.02 Successors and Assigns

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

9.03 Rights and Remedies

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

No action or failure to act by Trustees or Trustees’ representative will constitute a waiver of a right afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except

as may be specifically agreed in writing. No waiver by Trustees or Trustees' representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

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

9.04 Waiver

A waiver of or failure by Trustees or Trustees' representative to enforce any requirement in this Agreement will not constitute a waiver of, and will not preclude the Trustees or Trustees' representative from enforcing, any other requirement of the Agreement, and the Agreement will remain valid.

A waiver of or failure by Trustees or Trustees' representative to enforce any requirement in this Agreement in connection with any adjustment of the Contract Amount or Contract Time will not constitute a waiver of, and will not preclude the Trustees or Trustees' representative from enforcing, such requirements in connection with any other adjustments of the Contract Amount or Contract Time.

The Contractor agrees and understands that no oral directive, approval or representation, either express or implied, by Trustees or its agents shall be binding upon Trustees.

9.05 Survival

The provisions of the Contract which by their nature survive termination of the Contract or Acceptance under Article 8.01, including all warranties, indemnities, payment obligations, and Trustees' right to audit Contractor's books and records, shall remain in full force and effect after Acceptance or any termination of the Contract.

9.06 Complete Agreement

The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 6.00, Changes in the Work.

9.07 Severability of Provisions

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

9.08 Notices

Except as otherwise provided, all notices, requests, demands, and other communications to be given under the Contract Documents shall be in writing and shall be transmitted by one of the following methods:

- a. Personally delivered.
- b. Sent by facsimile copy where receipt is confirmed.
- c. Sent by courier where receipt is confirmed.
- d. Sent by registered or certified mail, postage prepaid, return receipt requested.

Such notices and other communications in this Article 9.08 shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Such notices and communications shall be given at the respective street addresses set forth in the Agreement. Such street addresses may be changed by notice given in accordance with this Article 9.08.

9.09 Counterparts

Agreements may be may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form or by any other electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

End of Contract General Conditions for Design-Bid-Build Minor Projects

**Supplementary General Conditions to Contract General Conditions for
Design-Bid-Build Minor Projects**

There are no Supplementary General Conditions for this IFB.

End of Supplementary General Conditions

Contract Special Conditions

Project Management

Contractor's On-Site Representative

Contractor's on-site representative shall have full and working knowledge of the contract documents, schedule, work protocols, and field conditions and be fully authorized to act on Contractor's behalf.

Meetings

Prior to commencement of the work, Contractor shall contact University to arrange a coordination meeting to discuss the scope of work, key personnel, schedule and Contractor's intended approach to complete the work, coordination, and other topics required to ensure the project is completed successfully.

Other meetings may be required to coordinate the work and will be organized, as needed, by the University.

Coordination

Contractor shall actively review and coordinate all aspects of the work, prior to submittal for University review, inspection, or approval. Please note, building will be partially occupied during construction – contractor is to coordinate with University as early as possible to develop a work plan and schedule that works for all parties involved.

Contractor shall coordinate scheduling, submittals and installation of all work to assure efficient and effective installation, including work to be installed subsequently by the Contractor or the University.

Contractor shall coordinate the work of all trades. Contractor is responsible for coordinating Contractor's work with all equipment and furnishings provided by the University.

Construction

Construction Area & Traffic Control Plan

Whenever Contractor's operations create a condition hazardous to the public, Contractor shall furnish, erect and maintain fences, barricades, lights, signs and devices as needed to reasonably prevent accidents, damage or injury.

Contractor shall, at all times, provide and maintain emergency and service vehicle access to all campus buildings and facilities obstructed by Contractor's activities.

Contractor will be provided parking passes for the duration of construction. Contractor shall conform to all University traffic and parking regulations.

Signage to effectively direct the public safely and efficiently around the jobsite shall be posted and maintained by the Contractor.

Contractor is responsible for the safety and security of its construction areas. The University will not be responsible for security of the Contractor's vehicles, tools, equipment, materials, personal property or personnel regardless of where they are located.

Smoking

Contractor's personnel shall adhere to the University smoking policy while on campus. The current smoking policy prohibits smoking inside or outside of any campus facilities except for a few outside areas specifically designated for smoking. Contractor is encouraged to limit smoking within its construction area.

Notifications Required by California Penal Code Section 290

Contractor shall advise all of its personnel working on campus who are required to register as a narcotic, sex, and/or arson offender in accordance with California Penal Code Section 290 that they shall report that status to the University Police Department.

Installation Requirements

Contractor shall monitor and control quality of all aspects of the Work to ensure all requirements are satisfied. Contractor shall promptly notify the University if manufacturer's instructions conflict with the Contract Documents and shall recommend a resolution.

Contractor shall ensure that all Work conforms to the Contract Documents.

Contractor shall ensure that all work is performed by personnel qualified to produce the specified quality of work.

Protection of Work in Progress, Work in Place and Adjacent Areas

Construction materials and debris shall not be left out in a manner that would allow it to be dispersed by wind or rain.

Contractor shall completely protect all surfaces exposed to public view and items of equipment from damage during construction activity. Contractor shall take all necessary precautions to insure that the completed project is turned over entirely free from scratches, abrasions, dents, drips, gouges, stains, water marks, paint or oil runs, or similar types of damage. Contractor shall provide temporary work floor surfaces wherever Contractor's personnel are working at finished surfaces. Wherever such damage occurs, and before the final inspection of the work by the Trustees, the Contractor shall, at no additional expense to the Trustees, and under the direction of the Trustees, completely remove the damaged work and replace it in conformance with the contract documents.

For the entire duration of all of its field activity, Contractor shall protect, repair, preserve, and maintain the condition of landscaping in adjacent areas.

Contractor shall protect sidewalks and paving from damage.

Utilities for Construction

University will provide the power needed to perform the work. Please notify the University of all power needs at least 2 weeks prior to the start of work.

Working Hours

Work performed under this Contract shall be performed during normal working hours, 9 A.M. to 5 P.M., and on normal working days, Monday through Friday, unless otherwise specifically requested and authorized by the University. Contract shall provide University at least 48 hours' notice before construction start. All work performed outside of normal working hours shall be coordinated with the University and shall be at no additional cost to the University.

Recycling

Contractor shall divert all possible solid waste generated in construction activities from landfill disposal or transformation facilities as defined in Contract General Conditions, 4.03.F.

General Housekeeping

Contractor shall clean up the project and construction area daily. Contractor shall dispose of all debris off campus at a legal disposal station weekly.

Contractor shall sweep, wash, and collect dust, and debris deposited by personnel, equipment and vehicles.

Contractor shall maintain waste log and save copies of all waste receipts.

Safety

Contractor is responsible for developing and following to a safety plan that details COVID-19 mitigation measures, including, but not limited to, face-coverings, handwash/hand sanitizer stations, and monitoring of employees.

Please reach out to University should you have any questions regarding this requirement.

Hazardous Materials Management

Contractor is responsible for the legal transportation and management of all hazardous materials associated with Contractor's work.

Completion

Items to Complete Prior to Owner Occupancy

Prior to occupancy by the University, the following items must be complete:

- Clean-Up for Occupancy: Contractor shall clean all of its construction areas, remove all construction-related debris. Contractor shall clean all surfaces exposed to view and remove temporary protection.

Items to Complete Prior to Final Progress Payment Application

Prior to submission of the final progress payment application, the following items must be complete:

- Complete all work associated with resolution of punch-list items as identified by the University in writing. Resolve any deficiencies noted by University.
- Submit Guarantees, Warranties & Certifications as required by the project documents. Resolve any deficiencies noted by University.

End of Contract Special Conditions

CONSTRUCTION DOCUMENT PROJECT MANUAL

Humboldt State University

CCAT Mini Split Heat Pump

HSU Project # XHF034

Owner:
California State University

Date: 9/18/2020

Humboldt State University
CCAT Mini Split Heat Pump

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CCAT Mini Split Heat Pump

SECTION 01 01 00: SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Work Included in the Contract
- B. Permits, Licenses, and Fees
- C. Contract Time
- D. Liquidated Damages
- E. Partnering

1.3 WORK INCLUDED IN THE CONTRACT

- A. Work Included in the Contract: All coordination, construction, and services required for the Humboldt State University – CCAT Mini Split Heat Pump, project located in Arcata, California. This includes the installation of a new Mini Split Heat Pump system in the CCAT building, including, but not limited to the following:
 - 1. Site preparation, including a new exterior concrete slab to house the heat pump
 - 2. Site utilities.
 - 3. Plumbing and heating, ventilating and air conditioning systems.
 - 4. Electrical power, lighting, and signal systems.
- B. Additional information concerning the Project is provided in this complementary set of contract documents.

1.4 PERMITS, LICENSES AND FEES

- A. Permits, Licenses and Fees, General: Refer to Contract General Conditions, Article 4.10. Also see Section 01 41 00 Regulatory Requirements for applicable codes, regulations, and ordinances, as well as responsibilities for fees of authorities having jurisdiction.
- B. Licenses: Contractor shall obtain and pay all licenses associated with construction activities, such as business licenses, contractors' licenses and vehicle and equipment licenses. All costs for licenses shall be included in the Contract Amount.
- C. Parking Fees: Contractor shall obtain and pay for all parking permits and fees for vehicles parked off of the Construction Site. Refer to Section 01 55 00 Vehicular Access and Parking for additional parking requirements during construction.

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- D. Permits, Notices and Fees for Work under Separate Contracts: Notices required by and approvals required of, authorities having jurisdiction over work under separate contracts and related fees, will be solely the responsibility of University.

1.5 CONTRACT TIME

- A. Total Completion: 21 Days from the start date established by the Notice to Proceed.
- a. Complete all Work including all administrative and contract closeout requirements for CCAT Mini Split Heat Pump project. This Contract Time includes all inspections and approvals as well as the Deputy Building Official approval and SFM Certificate of Conditional Occupancy.
 - b. See Contract General Conditions, including Article 4.14 for Contract Time requirements.
 - c. The Contractor shall not have the right to an adjustment in the time of completion due to weather conditions or industrial conditions which are normal for the locality of the site. The time for completion of the Contract has been calculated with consideration given to the average climatic range and usual industrial conditions prevailing in the locality of the site.

1.6 LIQUIDATED DAMAGES

- A. The Contractor shall be responsible for \$500 per Day beyond the Contract Time that the project is has not met Total Completion.
- a. See Contract General Conditions, including Article 7.02 for Liquidated Damages information.

1.3 PARTNERING

- A. The University intends to encourage the foundation of a cohesive partnership with the Contractor and its Subcontractors, the Architect and its consultants, and the University. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient Contractor performance, intended to achieve completion within budget, on schedule, and in accordance with the Contract Drawings and Specifications.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

Humboldt State University
CCAT Mini Split Heat Pump

SECTION 01 03 00: BID ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Requirements and descriptions for products and scopes of Work identified as "Alternate, Alternative, Bid Alternate, Add Alternate, or Deduct Alternate" in the Drawings, Specifications, and Bid Proposal Form.

1.3 GENERAL REQUIREMENTS FOR ALTERNATES

- A. To enable University to compare total costs where Alternate materials and methods might be used or where scope of Work might be altered, Bid Alternate Work items have been established as described in this Section.
 - 1. Unless otherwise specifically provided, the work described in Alternates shall be completed with no increase in Contract Time.
 - 2. The lowest bid for this public works contract shall be based on the Base Bid price without consideration of the prices on the Alternates. (PCC 10780.5(a))
- B. Contract Amount included in Base Bid and as stated in executed Agreement shall include all costs for Work described in Contract Documents.
- C. Contract Amount shall include all necessary provisions for Work described in Alternates, whether or not Alternates are accepted. Base Bid specifications shall govern Work of Alternates unless otherwise specified.
- D. Bid Proposal Form or other means prescribed for submission of proposed cost of Work shall include line items for each Alternate described in this Section. No Alternates other than as described in this Section shall be submitted, except in accordance with product options and substitutions provisions specified in Section 01 61 00 - Product Requirements.
- E. Each Alternate is identified herein by number. This identification shall be used whenever referring to Work described in Alternate and in cost proposals and payment requests.
- F. Alternate construction described in Alternates and revised scopes of Work shall be performed only when such Alternate is made a part of the Work by specific provision in the Agreement, if selected by University prior to execution of the Agreement, or by Change Order or Change Directive if selected subsequent to execution of the Agreement.
- G. Costs for Alternates shall be valid for no less than 45 calendar days from date of Agreement execution, and University may select any or all Alternates during that time. Once an Alternate is selected and the Contract modified for Work as described in the Alternate, changes to

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CCAT Mini Split Heat Pump

return to original scope of Work will be made only by Change Order or Change Directive in accordance with provisions of the Contract General Conditions for changes.

1.4 PRODUCTS AND EXECUTION

- A. If University elects to proceed on the basis of one or more of the described Alternates, Contractor shall make all modifications to Work as required to provide products complete, in place and fully functional, including all labor, equipment, services and incidental consumables necessary to apply, install and finish Work described in Alternate in accordance with requirements specified in related product Sections of these Specifications.
- B. Cost for Alternates shall be complete and include all net increases and decreases in Contract Amount for Work described in Alternate and for all changes in related Work.

1.5 SCHEDULE OF ALTERNATES

Not Applicable

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

Humboldt State University
CCAT Mini Split Heat Pump

SECTION 01 14 00: WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Contractor's Use of Premises and Site, General
- B. University's Use of Premises and Site, General
- C. Keys to University Facilities
- D. Working Hours
- E. Noise and Vibration Restrictions
- F. Smoking
- G. Site Decorum
- H. Notification Required by CA Penal Code 290
- I. Cultural Resources

1.3 CONTRACTOR'S USE OF PREMISES AND SITE, GENERAL

- A. Contractor shall at all times perform Work so as to impose no hardship on the University or others engaged in the University' work under other Contracts nor cause unreasonable delays or hindrance thereto.
- B. Construction activities shall be scheduled to minimize disruption to the University and to Campus users.
- C. Contractor may not interrupt any Campus utilities without prior written permission from the University. Refer to Section 01 51 00 Temporary Utilities.
- D. Refer to Section 01 52 00 Construction Area and Temporary Facilities for specific requirements and restrictions related to the Contractor's use of the Project Area.
- E. Refer to Section 01 55 00 Vehicular Access and Parking for specific requirements related to access routes and parking permit requirements.

1.4 UNIVERSITY'S USE OF SITE AND PREMISES

- A. University's Use of Site and Premises: University reserves the right to occupy and to place and install equipment in completed or partially completed areas of buildings and site. Such placing of equipment and partial occupancy shall not constitute acceptance of total Work.
- B. Full University Occupancy: University will occupy adjacent site and adjacent existing building during entire construction period. Cooperate with University during construction operations to minimize conflicts and facilitate University usage. Perform the Work so as not to interfere with University's operations.
- C. Before partial University occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. Unless otherwise agreed, University will provide operation and maintenance of mechanical and electrical systems in portions of the building used by University. Unless otherwise agreed in writing by the University, warranty periods shall not begin until date established by Notice of Completion filed at Contract closeout.

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- D. Upon occupancy, University will assume responsibility for maintenance and custodial service for occupied portions of building.

1.5 KEYS TO UNIVERSITY FACILITIES

- A. Submit Key Requests: Access to University facilities shall be requested in writing, reasonably in advance of the period of the desired access. Contractor shall indicate the justification for the access, individuals to be granted access and the specific period of access requested.
- B. The University maintains the right to deny key request where it is determined that the Work may be completed without key being issued, or where Contractor fails to comply with any key related policy or procedure. By accepting any issued keys, such acceptance constitutes Contractor's agreement to all policies and requirements. A signature may also be required. Upon completion of the Work, Contractor shall return all University-issued keys to the University. If the Contractor fails to return all keys issued, the Contractor shall be liable for the total cost of labor and materials to re-key all areas accessible with the lost keys. Lost or stolen keys shall be reported immediately to the University Police Department. The Contractor may not make duplicate keys.

1.6 WORKING HOURS

- A. Normal Work Hours: Contractor's Work shall usually be limited to Monday through Friday, during hours of 7:00am to 5:00pm.
 - 1. Work on other days and at other hours than those listed above shall be only with written approval of University's Representative and such Work shall be performed at no additional Contract Time or Contract Sum. The following three items are examples where this may be required:
 - a. Where it is determined necessary to perform Work outside of normal hours or days in order for the Contractor to avoid conflicts with the University's other campus activities and facilities.
 - b. Work during final exam periods shall be restricted to minimize noise, vibrations and other distracting and inhibiting activities. Consult University calendar for dates and show on Construction Schedule in accordance with Section 01 32 00.
 - c. If the Contractor determines that it is necessary to perform Work during additional hours, or for weekends and holidays, in order to meet milestone and final completion dates. Note that inspections may not be available outside of normal working hours.

1.7 NOISE AND VIBRATION RESTRICTIONS

- A. Comply with the provisions of General Conditions 4.03.c, which requires the Contractor to comply with all sound control and noise level rules, regulations, and ordinances. The following more detailed requirements shall be considered as rules for all Work as part of this project. Perform all work in a manner that will produce a noise level not to exceed 80 dBA as measured at 50 feet from the project site boundary unless otherwise indicated. During finals week at the end of each semester, the noise level shall not exceed 75 dBA as measured at 50 feet from source. The Contractor shall instruct all workers in noise control procedures. These rules shall be in addition to any worker safety requirements in accordance with any occupational safety regulations.
- B. Equipment: Equip jack hammers with exhaust mufflers and steel muffling sleeves. Air compressors should be of a quiet type such as a "whisperized" compressor. Compressor

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hoods shall be closed while equipment is in operation. Use electrically powered rather than gasoline or diesel powered fork lifts. Provide portable noise barriers around jack hammering.

- C. Operations: Keep noisy equipment as far as possible from noise sensitive site activities. Machines shall not be left idling. Use electric power in lieu of internal combustion engine where possible. Maintain equipment properly to reduce noise from excessive vibration, faulty mufflers, or other sources. All engines shall have properly functioning mufflers.
- D. Scheduling: Schedule noisy operations so as to minimize their duration at any given location, and to minimize disruption to the adjoining users. Notify the University in writing not less than 7 days in advance of performing work creating noise in excess of that specified in Paragraph A, and schedule such work at times mutually agreeable.
- E. Cooperate with the University if the use of noisy equipment becomes objectionable. The University reserve the right, at their own discretion, to require a limitation on the use of such equipment to designated hours appropriate to each location.
- E. Do not play radios, music players, televisions, and other similar items at construction site. Workers shall not yell or shout as a means of communication.

1.8 SMOKING

- A. Contractor's personnel shall adhere to the University smoking policy while on campus. Contractor's Work Areas shall not be used for smoking. Only approved designated smoking areas may be utilized. The full University Smoking Policy, and a map to Designated Smoking Areas is available at the following address: <http://www2.humboldt.edu/smoking/>

1.9 SITE DECORUM

- A. Control the conduct of Contractor's forces and prevent unwanted interaction initiated by workers with the University staff, students or visitors other than those directly associated with the project.
- B. In the event that any worker initiates unwanted interaction, utilizes profanity, or (in the opinion of the University) conducts him/herself in an offensive or unprofessional manner, immediately remove the worker from the project and replace said worker with another of equivalent technical skill at no additional cost to the University.

1.10 NOTIFICATIONS REQUIRED BY CA PENAL CODE 290

- A. Contractor shall advise all of its personnel working on campus, that if they are required to register under California Penal Code Section 290 Sex Offender Registration Act, that they shall report that status to the Humboldt State University Police Department, where required.

1.11 CULTURAL RESOURCES

- A. Cultural Resources Procedures: Requirements specified in this Section are in addition to those required by Article 4.03 of the Contract General Conditions.
- B. This Project does not pass through any known archaeological sites. However, it is conceivable that unrecorded archaeological sites could be discovered during construction.
- C. In the event that artifacts, human remains, or other cultural resources are discovered during

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subsurface excavations at locations of the Work, the Contractor shall protect the discovered items, cease work for a distance of 35 feet radius in the area, notify the University Representative, and comply with applicable laws.

- D. University may retain an Archaeologist or other appropriately qualified persons to monitor and recover data and artifacts during period that work has ceased.
- E. All items found which are considered to have archaeological significance are the property of the University.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 26 13: REQUESTS FOR INTERPRETATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Procedures for submitting requests for interpretation (RFI).
- B. Limitations on use of RFI to obtain interpretation and clarification.

1.3 RELATED SECTIONS

- A. Section 01 31 00 – Project Coordination: Requirements for organizing and coordinating the Work.
- B. Section 01 33 00 - Submittals Procedures: Restriction on use of submittals for changes in materials, products, equipment and systems.
- C. Section 01 63 00 - Product Substitution Procedures: Procedures for requesting substitutions of materials, products, equipment and systems.

1.4 DEFINITIONS

- A. Request for Interpretation: A document submitted by the Contractor requesting clarification of a portion of the Contract Documents, hereinafter referred to as an RFI.

1.5 CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

- A. Contractor's Requests for Interpretation (RFIs): Should Contractor be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the Contractor shall request that the University or Architect make an interpretation of the requirements of the Contract Documents to resolve such matters. Contractor shall comply with procedures specified herein to make Requests for Interpretation (RFIs).
- B. Submission of RFIs:
 - 1. RFIs shall be issued from the General Contractor to the University Project Representative in electronic format by email, as an attached PDF file. Wherever possible, the RFI will be bound into a single PDF file, with the transmittal letter as the first page, followed by the remaining contents.
 - 2. Each RFI shall be given a discrete, consecutive number.
 - 3. RFIs shall be prepared and submitted on a template provided by the University.
 - 4. Contractor shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from Contractor to University for fees charged by Architect, Architect's consultants and other design professionals engaged by the University.
- C. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted

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- by Contractor. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the Contractor.
1. Contractor shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 2. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the Contractor's responsibility.
 3. Contractor shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- D. Requested Information: Contractor shall carefully study the Contract Documents, in particular, Article 5 of the Contract General Conditions, to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
1. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the Contractor shall furnish all information required for the Architect or University's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the Contractor shall proceed. This may include coordination drawings to be prepared by the Contractor, even when not specified as a required submittal.
 2. If information included with this type RFI by the Contractor is insufficient, the RFI will be returned unanswered.
- E. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
1. Approval of submittals (use procedure specified in Section 01 33 00 - Submittals Procedures)
 2. Approval of substitutions (refer to Section 01 63 00 - Product Substitution Procedures)
 3. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Contract General Conditions, as discussed in detail during pre-construction meeting)
 4. Different methods of performing Work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Contract General Conditions).
- F. Disputed Requirements: In the event the Contractor believes that a clarification by the University's Representative results in additional cost or time, Contractor shall comply with Article 5 of the Contract General Conditions.
- G. RFI Log: Contractor shall prepare and maintain a log of RFIs, which shall be reviewed at each Construction Progress Meeting in accordance with Section 01 31 20 Project Meetings.
- H. Distribution of RFI's: The University Representative will forward RFI's to the project Architect and will manage and be included in all communications among Contractor and Architect, where necessary. The University will issue all official RFI responses back to the Contractor.
- I. RFI Processing Time: See Contract General Conditions and Supplementary General Conditions for additional requirements. No extension of Contract Time will be authorized because of failure to transmit complete and appropriate RFI to the University sufficiently in advance of the Work. University will return RFIs to Contractor with reasonable promptness.

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PART 2 – PRODUCTS (Not Used)
PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 01 31 00: PROJECT COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Coordination of Work under Contract.

1.3 RELATED SECTIONS

- A. Section 01 01 00 - Summary of Work: Overall Project description including various types of Work to be coordinated.
- B. Section 01 60 00 - Product Requirements: Coordination of products, especially general requirements for system completeness and product substitutions.
- C. Section 01 64 00 Owner-Furnished Products: Related requirements and responsibilities.

1.4 PROJECT COORDINATION

- A. General:
1. Coordinate the Work according to provisions stated in Contract General Conditions. Do not delegate responsibility for coordination to any subcontractor.
 - a. Anticipate the interrelationship of all subcontractors and the total work.
 - b. Resolve differences or disputes between subcontractors and materials suppliers concerning coordination, interference, or extent of work between sections. The Contractor's decisions, if consistent with the Contract Documents, shall be final. The Architect is not required to coordinate work between sections.
 - c. Coordinate the work of subcontractors and material suppliers, so that their work is performed in a manner to minimize interference and facilitate progress of the work.
 2. Coordinate utility and building services shut-downs and closures of vehicular and pedestrian thoroughfares, including access to buildings and parking areas, to minimize disruption of University activities.
 3. Provide anchorage, blocking, and other connections as required for a complete project.
 4. Do not obstruct spaces required by Code in front of electrical equipment, access doors, etc. Do not cover any piping, wiring, ducts, etc., until properly inspected and approved.
 5. Remove and replace any and all Work under any Section which is not in accordance with the Contract Documents. Repair or replace all Work damaged by these operations at no increase in contract price or contract time.

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- B. Relationship of Contract Documents: Drawings, Specifications and other Contract Documents in the Project Manual are intended to be complementary. What is required by one shall be as if required by all. What is shown or required, or may be reasonably inferred to be required, or which is usually and customarily provided for similar work, shall be included in the Work.
- C. Discrepancies in Contract Documents: In the event of error, omission, ambiguity or conflict in Drawings or Specifications, Contractor shall bring the matter to attention of the University in a timely manner during the bidding period, for determination and direction by the Architect in accordance with provisions of the Contract General Conditions.
- B. Construction Interfacing and Coordination: Layout, scheduling and sequencing of Work shall be solely the Contractor's responsibility. Contractor shall verify, confirm and coordinate field measurements so that new construction correctly and accurately interfaces with conditions existing prior to construction.

1.5 SUPERINDENDENCE OF THE WORK

- A. Superintendence of Work: Contractor shall appoint a field superintendent and project manager, who shall directly and full time supervise and coordinate all Work of the Contract.
- B. Subcontractors, Trades and Materials Suppliers: Contractor shall require all subcontractors, trades, crafts and suppliers to coordinate their portions of Work with the Contractor's field superintendent to prevent scheduling, sequencing, dimensional and other conflicts and omissions.

1.6 CONCURRENT WORK UNDER SEPARATE CONTRACTS

- C. Work Under Separate Contracts: University may award separate design and construction contracts concurrent with this Contract and in the future, as determined by the University. Such work under separate contracts may be indicated on the Drawings and in the Specifications as "Not in Contract", "NIC", "Future" or "Under Separate Contract".
- D. Relationship to Work Under the Contract: Work under the Contract shall include all provisions necessary to make such concurrent work under separate contracts complete in every respect and fully functional, including field finishing. Provide necessary backing, supports, piping, conduit, conductors and other such provisions from point of service to point of connection, as shown on Drawings and specified herein.
- C. Documents for Work Under Separate Contracts: University's Representative will make available, in a timely manner, drawings and specifications of work under separate contracts for coordination and further description of that work.
 - 1. If available, such information will include drawings, specifications, product data, lists and construction schedules for such work.
 - 2. Information concerning work under separate contracts or directly by University will be provided for convenience only and shall not to be considered Contract Documents.

1.7 SUBMITTALS

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- A. Coordination Documents: Coordinate shop drawings, diagrams and other specified in various product Sections of the Contract Specifications. Submit coordination drawings and schedules as specified below, prior to submitting shop drawings, product data, and samples.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 COORDINATION REQUIRED

- A. Coordinate progress schedules, including dates for submittals and for delivery of products.
- B. Conduct meetings with suppliers, installers and others concerned with the Work, to establish and maintain coordination of layout, sequencing and completion of various elements of Work.
- C. Conduct meetings with installers and others concerned with the Work, to properly integrate various mechanical and electrical systems, to facilitate construction and to provide proper access and work space for maintenance, renovation and improvement of system components. Include participation by representatives of University, including maintenance personnel.
- D. Resolve conflicts by providing technical advice, coordination drawings and three dimensional representations of integrated system components.
- E. At construction progress meetings, report on progress of Work to be adjusted under coordination requirements and any necessary changes in sequencing and scheduling of Work.
- F. Transmit minutes of coordination meetings and reports to University's Representative, Architect, Architect's consultants (as applicable) and to meeting participants.

3.2 COORDINATION DOCUMENTS

- A. Coordination Drawings and Models: Contractor shall prepare coordination drawings and three-dimensional models, in computer form and in physical form as necessary, to organize layout and installation of mechanical and electrical products for efficient use of available space, for proper sequence of installation, for integration with building structure, for future maintenance and renovation, and to identify potential conflicts between systems and elements.
- B. System Services: Contractor shall identify on coordination drawings and models all plumbing and electrical power and signal services required for each component of each system.
 - 1. Contractor shall certify that characteristics of services and controls are correct for each component.
 - 2. Certification shall be in written form and signed by Contractor and mechanical and electrical coordinator.
- C. Responsibility and Services Matrix: Contractor shall prepare schedule a matrix identifying elements of mechanical and electrical Work requiring coordination, as specified in each Section in Divisions 1 through 16 of the Contract Specifications.

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1. Include identification of parties having responsibilities related to each element of Work and describe what that responsibility shall be.
 2. Include required off-site and on-site tests and inspections for various elements of Work.
 3. Include identification of administrative activities related to each element of mechanical and electrical Work, such as product data, shop drawings, coordination drawings, samples, mock-ups, test reports for each element of Work.
 4. Include identification of elements of Work requiring temporary services.
- D. Maintenance and Disposition of Coordination Documentation: Maintain coordination documents, including models, for duration of the Work, recording all changes. After review of original and revised documents and models by University's Representative and Architect, submit documents and models as part of Project record documents.

3.3 COORDINATION OF SUBMITTALS

- A. Coordinate the review and processing procedures of all submittals in accordance with Section 01 33 00 - Submittals Procedures

3.4 COORDINATION OF SUBSTITUTIONS AND MODIFICATIONS

- A. Coordinate the review and processing procedures of all proposed product substitutions in accordance with Section 01 63 00 - Product Substitution Procedures.

3.5 SYSTEM AND EQUIPMENT START-UP

- A. Observations of System and Equipment Activation and Start-Up: Contractor shall observe activation and start-up of systems and equipment, including all Work with connections to utilities, building services and controls and verify that utilities, building services and control systems are properly connected, complete and functional within criteria of manufacturer and criteria indicated in the Contract Documents.
- B. Observations of System and Equipment Demonstrations: Contractor shall observe performance demonstrations including equipment demonstrations to Architect and University's Representative. Record times and additional information required for operation and maintenance manuals.
- C. Documentation of Observations of Activation, Start-Up, Adjustment and Demonstration: Contractor shall keep written record of activation, start-up, operational tests and inspections and necessary adjustments and re-tests and re-inspections.
1. Documentation shall include record of time and date of activation, start-up, operational tests and inspections and shall include measured results of tests and inspections.
 2. Documentation shall be submitted to University's Representative and Architect.
- D. Prior to Contract Completion review, Contractor shall verify that each component and system has been properly adjusted, cleaned, lubricated, inspected and tested, and is ready operation and use.

END OF SECTION

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SECTION 01 31 20: PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 REQUIREMENTS INCLUDED

- A. Preconstruction meeting.
- B. Construction progress meetings.
- C. Pre-installation conferences.

1.3 PRECONSTRUCTION MEETING (CONFERENCE)

- A. Preconstruction Meeting: Contractor shall administer an on-site preconstruction meeting immediately following the date established in the Notice to Proceed and prior to Contractor mobilization. Include representatives of the University, Architect, Contractor, and all subcontractors, as appropriate.
- B. Agenda: Preconstruction meeting shall cover the following topics, as a minimum:
 - 1. Special Project Procedures: Site access restrictions and requirements to avoid disruption of operations at adjoining facilities. Present University's requirements for use of premises.
 - 2. Designation of Key Personnel: Contractor shall designate key personnel and provide a name, phone number, and address list that includes the following, at a minimum:
 - a. Contractor: Project Manager and Superintendent.
 - b. Subcontractors: Contact person. Include brief description of scope of work.
 - c. Major materials suppliers: Contact person.
 - d. University Representative Project Manager
 - e. Authorities Having Jurisdiction and designated inspectors
 - f. Emergency Services contacts.
 - 3. Coordination: Review requirements for Contractor's coordination of Work. Review sequence and schedule for work being performed for University under separate contracts, if any. Discuss coordination of construction to minimize impacts on continuing Campus operations.
 - 4. Project Communication Procedures: Review requirements and administrative requirements for written and oral communications.
 - 5. Construction Schedule: Distribute and discuss initial construction schedule and critical work sequencing of major elements of Work, including coordination of Owner-Furnished/Contractor-Installed (OFCI) products and work under separate contracts by serving utility agencies and companies and University.
 - 6. Security: Review requirements for Contractor to develop and implement site security.

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3. Safety Program: Review requirements for Contractor to develop and implement safety program.
4. Site Access by University's Representative and Architect: Review requirements and procedures Contractor may wish to institute for identification and reporting purposes.
5. Permits and Fees: Review requirements, schedule, process, and fees for obtaining permits.
6. Project Layout: Review requirements for laying out of Work, including surveying requirements.
7. Construction Facilities: Designate storage and staging areas, construction office areas and parking areas and review site access requirements.
8. Temporary Utilities: Requirements for establishing and paying for temporary water, power, lighting and other utility services during construction, including metering and allowances.
9. Construction Progress Schedules: Review requirements for preparation and updating of construction progress and submittals schedules.
10. Payment Procedures: Review requirements for preparation and submission of applications for progress payments and for final payment.
11. Change Procedures: Review requirements and administrative procedures for Change Orders, Field Instructions and Contractor's Requests for Interpretation (RFI).
12. Submittals Administration: Review administrative procedures for shop drawings, product data and samples submittals and review of preliminary Submittals Schedule.
13. Materials and Equipment: Review substitution or equal product requirements; schedule for major equipment purchases and deliveries; review products / equipment to be provided by University.
14. Testing and Inspection: Review tests and inspections to be performed by the following:
 - d. University Representatives
 - b. Independent testing and inspection agency.
 - c. Manufacturers and installers.
 - d. Serving utilities and public agencies.
 - e. Authorities having jurisdiction.
15. Operation and Maintenance Manuals: Format and content of operation and maintenance manuals.
16. Demonstration and Training: Review requirements and scheduling of instruction of University personnel specified in other sections.
17. Starting and Adjusting Procedures: Review requirements of starting and adjusting operating components.
18. Project Record Documents: Review requirements and procedures for preparing, maintaining, reviewing, and submitting project record drawings and specifications.
19. Construction Cleaning: Review requirements for progress and final cleaning.

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20. Contract Closeout: Review procedures for Notice of Completion, final payment and submittals.

1.3 CONSTRUCTION PROGRESS MEETINGS

- A. Construction Progress Meetings: Meetings will be held to review progress and quality of construction. The essence of the discussion of each meeting, as well as specific action items shall be entered into the written record (minutes) of the meeting by the Contractor. Each discussion item at construction progress meetings shall be numerically identified and carried through subsequent meeting minutes until resolved. Minutes shall be submitted to the University by email within two business days of the meeting for review and comment.
- B. Frequency: Frequency shall be as determined necessary for progress of Work. It is intended that construction progress meetings be held at weekly intervals.
- C. Administration: Contractor shall make physical arrangements for meetings and shall prepare agenda with copies for participants, preside at meetings, record and distribute minutes.
- D. Attendance: Contractor's project manager and jobsite superintendent, who is qualified and authorized to act on behalf of the Contractor shall attend each meeting. Contractor's subcontractors and suppliers may attend as appropriate to subject under discussion. University's Representative will attend each meeting. The Architect may also attend some meetings, either in person or through phone or online conference.
- E. Default Agenda for Each Construction Progress Meeting:
 - 1. Meeting Minutes: Review and correct, if necessary, minutes of previous meeting. Discrepancies to minutes shall be settled prior to, or at the beginning of the next meeting.
 - 2. Progress of the Work: Since last meeting and proposed progress.
 - a. Identify potential issues which might impede progress.
 - b. Develop corrective measures and procedures, including but not necessarily limited to additional workers to regain planned schedule.
 - c. Review three-week "look ahead" construction schedule.
 - 3. Ordering Status: Review status of long-lead time equipment and materials delivery.
 - 4. RFI Status: Review status of Requests for Interpretation (RFI) status.
 - 5. Submittals Status: Review progress of shop drawings, product data, sample submissions, and proposed substitutions.
 - 6. Contract Modifications: Review potential Change Orders and Schedule of Values.
 - 7. Old Business: Active discussion topics carried over from previous meetings.
 - 8. New Business: New topics of discussion affecting construction progress and quality.
 - 9. Quality Control: Review maintenance of quality standards and identification of non-conforming Work, including proposed remedial measures to be taken by Contractor.
 - 10. Project Record Documents: Status of project record drawings and specifications.

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11. Environmental quality, security, and safety issues.

- F. Meeting Time and Location: As mutually agreed by the Contractor, and the University's Representative at on-site location.
- G. Special Meetings: As necessary convene special meetings to discuss specific construction issues.

1.4 PRE-INSTALLATION CONFERENCES

- A. Pre-Installation Conferences: When specified in individual product specification Sections, or where otherwise determined to be necessary in order to achieve quality finished Work, convene a pre-installation conference prior to commencing activities.
 - 1. Require attendance by representatives of firms whose activities directly affect or are affected by Work specified in the Section.
 - 2. Review conditions of installation, preparation and installation procedures and coordination with related Work and work under separate contracts.

1.5 CONTRACTOR'S OTHER MEETINGS

- A. This Section does not limit meetings among the Contractor, subcontractors, and others as necessary.

1.6 CONTRACT COMPLETION MEETING

- A. Contract Closeout Meeting: As specified in Section 01 77 00 - Contract Closeout Procedures.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 32 00: CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

3.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

3.2 SECTION INCLUDES

- A. Administrative and procedural requirements for documenting the progress of construction.

3.3 RELATED SECTIONS

- A. Section 01 33 00 Submittals Procedures: for general requirements for all submittals.
- B. Section 01 31 20 Project Meetings: for review of schedule and daily reports.

3.4 SUBMITTALS

- A. See requirements below for each of the following submittals:
 - 1. Contractor's Initial Construction Schedule
 - 2. Progress Construction Schedule
 - 3. Daily Construction Reports

1.02 CONTRACTOR'S INITIAL CONSTRUCTION SCHEDULE

- A. Review Contract General Conditions Section 4.16 for required contents of the Contractor's Initial Construction Schedule.
- B. Review the Supplementary General Conditions which modifies the due date for submittal to be due within 21 Days of Notice to Proceed.
- C. Contractor's Construction Schedules shall be submitted in electronic format in compliance with the general requirements per Section 01 33 00 Submittals Procedures.
- D. The Schedule Software shall be Microsoft Project (2013 or newer edition), or an approved similar. Submittals shall include both the original file in its native format as well as a PDF generated from that same file at the same saved state.

1.03 PROGRESS CONSTRUCTION SCHEDULE

- A. Review the Construction Schedule at each Construction Progress Meeting.
- B. Submit an updated, revised to date, Progress Schedule prior to each Application for Payment including updated Construction Schedule and narrative report per the Contract General Conditions, Section 4.16.

1.04 DAILY CONSTRUCTION REPORTS

- A. In accordance with Contract General Conditions Sections 4.08 and 4.17, the Superintendent shall

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prepare and submit a Daily Construction Report.

- B. Contractor shall submit Daily Field Reports to the University's Project Manager no later than five work days after the date reported. This weekly submittal shall coincide with each Construction Progress Meeting. The reports shall be signed by the Contractor's on-site representative. Electronic signatures may be accepted. Some information on the Daily Construction Report may be from a Subcontractor, but it must go through and be approved by the Contractor prior to being submitted to the University.

- C. Contractor's Daily Construction Reports shall include the following, at a minimum, and shall utilize the form provided by or otherwise approved by the University:
 - a. Date being reported
 - b. Weather conditions
 - c. Quantity of each type of trade worker listed by trade and employer
 - d. Subcontractors, consultants, vendors, visitors and others who have been present at the project site during the date being reported.
 - e. Materials delivered to the project site.
 - f. Major equipment present on the project site (i.e., lifts, material handlers, etc.).
 - g. Major tasks performed cross referenced to the project schedule with notations regarding start/completion of tasks, issues or challenges encountered and impact on project schedule, inspections or tests conducted, work reviewed and its status as accepted or otherwise.
 - h. Specific documentation regarding all work in dispute or being conducted under a time and materials direction by the University. Documentation must include a full and specific description of the work achieved along with specific documentation regarding the resources utilized to complete such work.
 - i. Occurrence of Meetings (i.e., pre-construction, owner, coordination, safety, etc.). Minutes and attendance documentation must be submitted within 7 calendar days of said meeting.
 - j. Accidents, unusual events or citations/notices received from authorities having jurisdiction or regulatory authorities.
 - k. If progress, quality or conformance to the contract documents are or will be impacted, the source and extent of the impact and the specific type of work impacted.
 - l. Signature of Superintendent.

END OF SECTION

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SECTION 01 33 00: SUBMITTALS PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Administrative submittal procedures for shop drawings, product data, samples, tests, & inspections.

1.3 RELATED SECTIONS

- A. Section 01 32 00 - Construction Progress Documentation.
- B. Section 01 45 00 - Quality Control: Test and inspection reports.
- C. Section 01 77 00 - Contract Closeout Procedures: Submittals for occupancy and Final Payment.
- D. Section 01 78 30 - Operation and Maintenance Data: Requirements for preparation and submission of operation and maintenance data.

1.4 SUBMITTALS

- A. Submittals Schedule.
 - a. Contractor shall prepare and submit an Initial Submittals Schedule for review and approval by University's Representative and Architect, concurrently with the Initial Construction Schedule within **21 Days** of the start date as established in the Notice to Proceed.
 - b. This Submittals Schedule will then be used to track the status of each submittal throughout construction and shall be reviewed and updated at each Construction Progress Meeting.
 - c. The Submittals Schedule shall be fully coordinated and in agreement with the Construction Schedule and Schedule of Values.
 - d. See the format and content requirements for the Submittals Schedule in this Section below.

1.5 DEFINITIONS

- A. Submittals, Shop Drawings, Product Data and Samples: Instruments prepared and submitted by Contractor, for Contractor's benefit, to communicate to University and Architect the Contractor's understanding of the design intent, for review and comment on the conformance of the submitted information to the Contract Documents. Submittals are not Contract Documents and do not become Contract Documents by virtue of their submission, review, or stamping by the Architect or University.
- B. Shop Drawings: Drawings, diagrams, schedules and illustrations, with related notes and calculations, code review, prepared for the Work of the Contract, to illustrate a portion of the Work.
- C. Product Data: Standard published information and specially prepared data for the Work of the Contract, including standard illustrations, schedules, brochures, diagrams, performance charts, instructions and other information to illustrate a portion of the Work.

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- D. Samples: Physical examples that demonstrate the materials, finishes, features, workmanship and other characteristics of a portion of the Work. Accepted samples shall serve as quality basis for evaluating the Work.
- E. Other Submittals: Technical data, test reports, calculations, surveys, certifications, special warranties and guarantees, operation and maintenance data, extra stock and other submitted information and products shall also be not be considered to Contract Documents but shall be information from Contractor to illustrate a portion of the Work for confirmation of understanding of design intent.

1.6 ADMINISTRATIVE REQUIREMENTS

- A. Administrative Requirements for Submittals: Submittals shall be made in accordance with requirements specified in all Specifications. See also Article 5 of the Contract General Conditions for additional requirements especially those regarding requests for alternatives, equals, and substitutions.
- B. Contractor Coordination of Submittals: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay, including necessary time for reviews by Architect and University as well as any necessary revisions and resubmittal review periods. Some submittals may also require review by Authorities Having Jurisdiction. See procedures for such Deferred Submittals, where applicable.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The University will return without action submittals requiring coordination with other submittals until related submittals are coordinated.
- C. Submittals Schedule: Submittals Schedule shall be formatted in electronic Microsoft Excel as suitable for the specific Project. The format and content shall be subject to acceptance by University, or where provided, Contractor shall utilize the form template provided directly by the University. The Submittals Schedule shall include, at a minimum, the following information:
 - 1. Specification Section Number that the item is most closely related to.
 - 2. A space for final sequential Submittal Number
 - 3. Name of the submittal
 - 4. Whether the Submittal is for Review or for Information
 - 5. Indication of the Type of Submittal, with additional description as applicable:
 - a. Shop Drawings & Calculations
 - b. Product Data
 - c. Samples
 - d. Color Samples
 - e. Mock Ups
 - f. Test Reports
 - g. Information or Coordination Item
 - h. Installation Instructions
 - i. Operation and Maintenance Manuals
 - j. Warranties and/or Guarantees
 - k. Laboratory Reports

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I. Other Submittals

6. Scheduled date for first submittal, followed by a space for recording the actual date the submittal was transmitted.
7. Scheduled date for resubmittals, followed by a space for recording the actual date the resubmittal was transmitted.
8. Scheduled date when Architect & University's final release or approval is necessary to be returned to the Contractor in order to not cause delay to the Work.
9. Scheduled date by which material or equipment must be on site in order to not cause delay to the Work.
10. Identify items which are potentially critical path or long lead items for ordering.
11. Identify other items or submittals which require specific coordination.

D. Submission of Submittals:

1. General: Submittals shall be issued from the General Contractor to the University Project Representative in electronic format by email, as an attached PDF file. Wherever possible, the submittal will be bound into a single PDF file, with the transmittal cover letter as the first page, followed by the remaining contents. The file name for the submittal shall be as specified below. Where necessary, an additional physical submittal may be necessary, and shall be submitted as noted below.
 - a. File name examples:
 - i. ProjectName_074113_MetalRoofPanels_ProductData.pdf
 1. Initial submittal for Metal Roof Panel product data.
 - ii. ProjectName_074113-Rev1_MetalRoofPanels_ProductData.pdf
 1. First revised submittal for Metal Roof Panel product data.
2. Physical submittals: Where the content or type of submittal includes one or more items of distinct material quality, submit a physical submittal in addition to the electronic transmittal. This may include, for example, paint draw-down samples, physical roofing samples, or professionally printed product data which includes color card samples or other unique elements.
 - a. Where a physical submittal is provided, it shall be suitably packaged and delivered to the University's designated location, including all necessary shipping and handling.
 - b. Physical submittals must also be accompanied by an email with an electronic copy of the submittal transmittal and either a scan or photograph of the physical object that was submitted.
3. Transmittal: Utilize the University's approved submittal transmittal template, when provided. The contents of the transmittal shall include:
 - a. Project Name and University's Project Number
 - b. Name of Architect, Contractor, and University Representative
 - c. Specification Section Number and Name
 - d. Revision Identifier, eg. "Rev-1"
 - e. Applicable Drawing and Detail references, where appropriate
 - f. Title, Type, and Description of Submittal
 - g. Submission Date
 - h. Date Requested for Review Response
 - i. Name of Contractor or Subcontractor applicable to the submittal contents
 - j. Name of Vendor or Supplier
 - k. List if the specific contents of the submittal package
 - l. Contractor's statement of review and conformance with the Contract Documents prior to submitting to the University. See below for additional related requirements.

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- m. Clear indication of any submittal item which may include a deviation from the Contract Documents.
 - n. Space for Review Markings by University and Architect.
 - o. Additional items may be required on the Transmittal by the University, to be clarified at the Preconstruction Meeting and in the review process of the initial submittals.
4. Distribution of Submittals: The University Representative will forward Submittals to the project Architect and will manage and be included in all communications among Contractor and Architect, where necessary. The University will issue all official submittal responses back to the Contractor.
- E. Submittal Processing Time: Make submittals sufficiently in advance of construction activities to allow shipping, handling and review by the University, Architect, and Architect's consultants. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals. Allow not less than 15 days for University's initial review and 10 days for each resubmittal review. See Contract General Conditions and Supplementary General Conditions for additional requirements. No extension of Contract Time will be authorized because of failure to transmit complete and accurate submittals to the Architect sufficiently in advance of the Work to permit processing.
- F. Grouping of Submittals: Unless otherwise specifically permitted by the University, make all submittals in groups containing all associated items. The University may reject partial submittals as incomplete or hold them until related submittals are made.
- G. Unsolicited Submittals: Unsolicited submittals may be returned unreviewed.

1.7 CONTRACTOR'S REVIEW OF SUBMITTALS

- A. Contractor's Review of Submittals: Prior to submission to University for review, Contractor shall review each submittal for completeness and conformance to specified requirements. Contractor shall mark statement of review and provide name and title of Contractor's authorized representative for making such statement. Submittals without Contractor's Statement of Review may be rejected, however, per the Contract General Conditions, by transmitting submittals to the University, the Contractor is making such representation. Therefore, the absence of the Contractor's explicit statement of review shall not relieve the Contractor's responsibilities in any way. Contractor's review shall include:
- 1. All applicable field measurements and dimensions of new work have been verified.
 - 2. Conformance with requirements of the Contract Documents is confirmed.
 - 3. Exact part numbers and similar data are correct.
 - 4. Work being performed by various subcontractors and trades is coordinated.
 - 5. Field construction criteria have been verified and coordinated with the work being performed by others for University and all actual site conditions.
 - 6. All proposed deviations from requirements of Drawings and Specifications have been identified and noted.
- B. Changes in Work: Changes in the Work, shall not be authorized by submittals review actions. No review action, implicit or explicit, shall be interpreted to authorized changes in the Work. Changes shall only be authorized by separate written direction from the University Representative, in accordance with the Contract General Conditions. The Contractor must review the General Conditions for requirements related to contract deviations. Where applicable, submit a Substitution Request in accordance with the requirements specified in Section 01 63 00 Product Substitution Procedures, or submit a Request for Information.

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1.8 REVIEW OF SUBMITTALS BY UNIVERSITY AND ARCHITECT

- A. Review of Submittals by University and Architect: Submittals shall be a communication aid between Contractor, University, and Architect by which interpretation of Contract Documents requirements may be confirmed in advance of construction.
1. Reviews by University's Representative, Architect, and Architect's consultants shall be only for general conformance with the design concept of the Project and general compliance with the information given in the Drawings and Specifications.
 2. Except for submittals for information or similar purposes, where action and return is required or requested, the University and Architect will review each submittal, mark to indicate action taken. Responses are to be made within a reasonable timeframe, based on the requirements listed in the Contract Documents as well as the approved Submittals Schedule.
 3. Review actions by University, Architect, and Architect's consultants shall not relieve the Contractor from compliance with requirements of the Contract Drawings, Specifications, or from any violation of local, County, State, or Federal laws, rules, codes, ordinances, or rules and regulations of commissions, boards, or other authorities or public utilities having jurisdiction.
- B. Review Action: University and Architect will mark each submittal with a uniform, self-explanatory action stamp, sign, and date. Signatures shall be legible or bear the printed name of the signatory. The action shall be marked as follows:
1. **"APPROVED"** -- the Architect takes no specific exception to the information contained in the Submittal; the Contractor may proceed with that portion of the Work described in the Submittal -- subject to compliance with all applicable requirements of the Contract Documents.
 2. **"APPROVED AS NOTED"** -- the Architect approves the Submittal for general design conformance with the specific exceptions noted; the Contractor may proceed with that portion of the Work provided that the notations made by the Architect are incorporated in the work -- and subject to compliance with all applicable requirements of the Contract Documents.
 3. **"REVISE AND RESUBMIT"** -- the Architect has noted nonconforming work on the submittal, and/or desires clarification on some aspects of the submittal; the Contractor must make revisions and resubmit. The Contractor may not proceed with the work described in the Submittal.
 4. **"REJECTED"** -- the Architect believes the Submittal contains significant error or nonconformance; a new submittal is required. The Contractor may not proceed with the work described in the Submittal.
 5. **"ACTION NOT REQUIRED"** or **"NOT REVIEWED"** -- the Architect believes the Submittal is not required or does not meet the prerequisites for review.
 - a. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

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- b. Any work performed prior to receiving a fully approved submittal shall be done at the Contractor's risk and shall be subject to being replaced if Contract requirements are not met.

1.9 PRODUCT DATA SUBMITTALS

- A. Product Data: Cut sheets, photographs, illustrations, standard details, standard schedules, performance charts, material characteristics, color and pattern charts, test data, roughing-in diagrams and templates, standard wiring diagrams and performance curves and listings by Code authorities and nationally-recognized testing and inspection services. Where product data must be specially prepared because standard printed data is not suitable for use, submit according to requirements for shop drawings, specified below.
- B. Modifications to Standard Product Data: Modify manufacturer's standard catalog data to indicate precise conditions of the Project.
 1. Provide space for review action stamps and, if required by authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.
 2. Mark each copy to show applicable choices and options. Where printed product data includes information on several products, some of which are not required, mark copies to highlight applicable information.
 3. Include the following information:
 - a. Manufacturer's printed recommendations,
 - b. Compliance with recognized trade association standards,
 - c. Compliance with recognized testing agency standards,
 - d. Application of testing agency labels and seals,
 - e. Notation of dimensions verified by field measurement,
 - f. Notation of coordination requirements.
 4. Do not submit product data until Contractor determines that it is in compliance with requirements of the Contract Documents.
 5. Proceed with installation only using reviewed and approved product data. Do not permit use of unmarked copies of product data in connection with construction. Maintain a copy of all approved submittals at the construction site for review by University representatives, Architect, or Authorities Having Jurisdiction at any time during the performance of the Work.

1.10 SHOP DRAWING SUBMITTALS

- A. Shop Drawings: Drawings, diagrams, schedules and other graphic depictions to illustrate fabrication and installation of a portion of the Work. Shop Drawings shall include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings
- B. Coordination: Show all field dimensions and relationships to adjacent or critical features of Work.
- C. Preparation of Shop Drawings: Shop Drawings include specially-prepared technical data for this Project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects. Shop Drawings shall be prepared by

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the Contractor or through the Contractor by way of a subcontractor, manufacturer, supplier, distributor, or other lower tier contractor, to illustrate a portion of the work.

1. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. However, if requested in writing background drawings may be provided to the Contractor for use in the Shop Drawings based on the Architect's explicit approval.
2. Where Calculations are required for the preparation of Shop Drawings, they shall be prepared by a qualified registered California professional engineer who shall sign and stamp the Submittal prior to submission to the University. Indicate all formula and criteria used in the preparation of the calculations. The University and Architect shall both not be responsible for checking the accuracy of the calculations. In addition to the regular identification information required for all submittals, include the name, address, license number, stamp and signature of the engineer. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings.
3. Shop Drawings include specially-prepared technical data for this Project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects. Shop Drawings shall be prepared by the Contractor or through the Contractor by way of a subcontractor, manufacturer, supplier, distributor, or other lower tier contractor, to illustrate a portion of the work.
4. Review of shop drawings or coordination drawings by the University and Architect is only for verification that Contractor has performed coordination Work as specified herein. Review by the University does not relieve the Contractor of compliance with all requirements of the Contract Documents
5. Include the following information:
 - a) Include plans, sections, and details complete with information for making connections with other work and any other information necessary to adequately describe the unit of Work.
 - b) Identify materials, products, and finishes and, where applicable, use specification section numbers as reference.
 - c) Identify details by reference to drawing and detail, schedule, or room numbers.
 - d) Identify applicable standards.
 - e) Notation of coordination requirements
 - f) Detailed Dimensions
 - g) Notation of dimensions that have been established by field measurement
 - h) Identify proposed deviations from the Contract Documents by clouding and the words **"PROPOSED CONTRACT DEVIATION"** in boldface type or lettering.
 - i) Shop Drawings shall be not less than 8-1/2 by 11 inches nor more than 24 by 36 inches, unless approved in advance by the University.
 - j) Where coordination requirements necessitate scope of Shop Drawing to include more than one item, label Shop Drawing with specification section number of dominant trade involved. "Dominant" shall be defined as greatest quantity, greatest cost, or principal detail subject of drawing, whichever may be appropriate.
 - k) Draw Shop Drawings at large scale, fully detailed and with all materials and stock or purchased components fully identified.

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- l) Identify all equipment, locations, and materials using the same tag numbers, names, and technical terms as are used in the Contract Documents.
- m) Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.
- n) Do not use Shop Drawings without an appropriate final review stamp indicating action taken in connection with construction.

1.11 SAMPLES SUBMITTALS

- A. Samples: Full-size, fully-fabricated samples, cured and finished as specified and physically identical with the material or product proposed. Samples shall include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
 - 1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to include the following:
 - a) Generic description of the Sample
 - b) Sample source
 - c) Product name or name of manufacturer
 - d) Compliance with recognized standards
 - e) Availability and delivery time.
 - 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - 3. Submit actual samples. Photographic or printed reproductions will not be accepted.
 - 4. Field samples specified in individual Sections are special types of samples. Field samples shall be full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be evaluated.
- B. Selection Submittals: Where samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit full set of choices for the specified material or product.
- C. Quantity: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three sets. One sample will be returned marked with the action taken.
 - 1. Maintain sets of samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
 - 2. Unless otherwise noted, full-size and complete samples will be returned and may be incorporated into field mock-ups. Samples may be incorporated into the Work (completed construction) only with written approval of the Architect.
 - 3. Other samples shall be produced and mounted on cardstock in 8-1/2" by 11" format, three-hole punched and suitable for inclusion in product sample binders. Contractor shall provide binders as necessary.

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4. Contractor shall prepare and distribute additional samples to subcontractors, manufacturers, fabricators, suppliers, installers, and others as necessary for performance of the Work.
- D. Color Samples: University and Architect will review and select colors for Project only after all color samples are received, so that colors may be properly coordinated.
- E. Mockups and Field Samples:
- a. Mock-ups and Field Samples specified in technical Specifications Sections, and as shown in the Contract Drawings, are a special type of Sample. Comply with requirements for "samples" to greatest extent possible, and process transmittal forms to provide a record of activity.
 - b. Erect at site in locations acceptable to the Architect and the University.
 - c. Construct each Mock-Up or Field Sample; include all items required in the finish work.
 - d. Mockups or Field Samples shall remain in place until the work it represents has been completed and accepted by the Architect and the University.
 - e. Note and preserve the notation of the area constituting the sample installation; remove the notation during the final clean up of the Project.

1.12 MANUFACTURER'S INSTRUCTIONS

- A. Manufacturer's Instructions: Submit manufacturer's instructions for preparation, mixing, assembly, handling, application and installation of products, as applicable and as specified in product Sections of the Specifications.
1. Include applicable ICC Evaluation Reports. Evaluation Reports shall be current and shall be annotated for applicable products.
 2. Include applicable Material Safety Data Sheets, for Project record only.
 3. Include written recommendations, as applicable, from manufacturer for Project conditions.
 4. Reviews by Architect and University's Representative: Manufacturer's instructions shall be for information and will not be reviewed by Architect or University's Representative.

1.13 CERTIFICATES OF COMPLIANCE

1. Certificates shall certify compliance with published specifications of trade, industry, or governmental organizations or with the specifications of the Architect and shall attest to the Contractor's compliance with such specifications.
2. Where these specifications set standards by referencing published specifications, submittal of certification may not be required; however, if inspection or performance at the job site after delivery and until the Trustees' final acceptance creates doubt regarding compliance, the Architect and the Trustees reserve the right to receive such certification or, in event compliance cannot be certified, demand removal of questionable Work and its replacement with certifiable Work.
3. When required by the Specifications, submit manufacturers' certificate to the Architect for review.
4. Where feasible, or where required by the Specifications, indicate compliance with the specified standard by means of a label on the container, or in an inconspicuous place on the product.
5. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.
6. Certificates may be recent or previous test results on material or product, but must be acceptable to the Architect.
7. Each certificate shall bear the notarized signature of an official authorized to certify on behalf of the Contractor, supplier or manufacturer and shall contain the legibly printed name and title of the signatory, the name and address of the Contractor, the project name and location, and the quantity

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and date or dates of shipment or delivery to which the certificates apply. Certification shall not be construed as relieving the Contractor from furnishing materials and products conforming to the Contract Documents. One certificate bearing the original signature and notary stamp, accompanied by good quality copies to achieve the required total quantity is acceptable.

1.14 REPORTS OF RESULTS OF INSPECTIONS AND TESTS

- A. Reports of Results of Inspections and Tests: Submit technical data, test reports, calculations, surveys, and certifications based on field tests and inspections by independent inspection and testing agency and by authorities having jurisdiction.
1. Reports of results of inspections and tests shall not be considered Contract Documents.
 2. Refer to Section 01 45 00 - Quality Control & Inspections for additional requirements.

1.15 OPERATION AND MAINTENANCE DATA SUBMITTALS

- A. Refer to requirements specified in Section 01 78 30 - Operation and Maintenance Data. Include operation and maintenance data submittals in Submittals Schedule.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 35 00: ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- 1. Environmental Protection Plan
- 2. Dust and Air Pollution Control
- 3. Stormwater Pollution Prevention

1.3 RELATED SECTIONS

- A. Section 01 35 10 – Hazardous Materials Procedures
- B. Section 01 41 00 – Regulatory Requirements
- C. Section 01 52 00 – Construction Area and Temporary Facilities
- D. Section 01 74 00 – Cleaning Requirements
- E. Section 01 74 19 – Waste Management and Recycling

1.4 SUBMITTALS

- A. Environmental Protection Plan: Develop and submit an Environmental Protection Plan for the University's review and comment. Incorporate all corrections until a final Plan is approved.
 - a. Due within **21 Days** of the Notice to Proceed. Make any required modifications and file the final approved submittal for the project records. Post in a conspicuous location on the Project Site and maintain a copy in the Contractor's Field Office. Post approved signage in the relevant locations in the Construction Area.
 - b. See below for specific content and requirements.
 - c. Environmental Protection Plan includes both a type written report as well as coordination drawings that must follow the general requirements for Shop Drawings as per Section 01 33 00 Submittal Procedures.
 - d. During the course of construction, submit any proposed revisions for acceptance prior to implementing any changes to the Environmental Protection Plan.
 - e. Coordinate the Environmental Protection Plan with the requirements of other Sections, Drawings, and the Contract General Conditions.

1.5 ENVIRONMENTAL PROTECTION PROCEDURES, GENERAL

- A. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
- B. Requirements specified in this Section are in addition to those of Article 4.03 of the Contract General Condition and as required by all applicable codes, ordinances, statutes and regulations. During the

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progress of the work, keep the premises occupied in a neat and clean condition and protect the environment both on site and off site, throughout and upon completion of the construction project. Coordinate with all other relevant Sections.

C. Review Stormwater Permit requirements listed in Section 01 41 00 Regulatory Requirements. That section includes the University's determination of compliance required for the various stormwater related regulations. This Section, and the Environmental Protection Plan submittal establish the minimum baseline standards for stormwater pollution prevention even where compliance with those regulations is not required.

D. Hazardous Materials: See Section 01 35 10 – Hazardous Materials Procedures.

1.6 ENVIRONMENTAL PROTECTION PLAN

A. Environmental Protection Plan shall include, both written information as well as coordination drawings and figures. Include, at a minimum, the following elements, as applicable:

1. Air Pollution Control:

- a. Include outline format of project-specific air pollution control rules, regulations, ordinances, and statutes as applicable to the types of Work being performed as per the Contractor's means and methods. Indicate any special aspects of the project which may be of concern and describe measures taken to resolve potential conflicts.

2. Stormwater BMP Plan:

- a. The Stormwater BMP Plan drawing shall be made by either a qualified individual on an approved topographic site plan background drawing provided by the University that is generally to scale, neat, and legible to fit on paper size not larger than 24"x36." It may be hand-drawn or use computer graphics. The Contractor may utilize the Construction Area Map Exhibit from the Contract Documents, or the approved Construction Area Plan submittal from Section 01 52 00 as a starting place.

i. The Stormwater BMP Plan shall include, at a minimum, the following:

1. Identification of BMP's as appropriate for the condition. Tag elements with the BMP# (SE-1, SE-10, etc.) as correlated to the CA Stormwater Quality Association Stormwater Best Management Practice Handbook.
2. Include all basic BMP's not limited to silt fencing at the top of steep slope grade breaks, straw wattles at the edge of adjacent downhill pavements, storm drain inlet protection, and covering of exposed soils.
3. Include provisions for dust control and truck tire tracking control.
4. Include requirements for driveway and roadway vacuuming and/or sweeping.
5. Other elements as applicable to the particular project.
6. Provisions for preventing oil, fuel, or other fluids from dripping or leaking from construction vehicles or equipment.
7. Location of any concrete wash-out facilities.
8. Requirements for covering waste bins to prevent migration of debris by way of stormwater runoff.
9. As the Contractor is responsible for all means and methods of construction, the Contractor is responsible for augmenting the baseline BMP measures as appropriate and necessary based on the actual site conditions, sequencing, staging, and overall construction operations.

b. Supplement the Stormwater BMP Plan with a type-written report in outline format

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describing the project requirements and include a copy of the CA Stormwater Quality Association Stormwater Best Management Practice Handbook which includes the full requirements for each BMP utilized.

1.7 GENERAL PROTECTION OF ENVIRONMENTAL RESOURCES

- A. Protection of Natural Resources: It is intended that the natural resources within the Project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work.
- B. Trees and Landscape Protection: See section 01 52 00 Construction Area and Temporary Facilities for required protection of existing trees and landscaping.
- C. Water resources: Comply with all applicable Federal, State and local Codes, ordinances, statutes and regulations pertaining to discharge of pollutants to underground and natural waters.
- D. Oil Substances: At all times, special measures shall be taken to prevent oily or other hazardous substances from entering the ground, drainage areas or local bodies of water in such quantities as to affect normal use, aesthetics or produce a measurable impact upon the areas. All soil or water that is contaminated with oily substances due to Contractor's operations shall be disposed of in accordance with applicable regulations, at no change in Contract Time and Contract Sum.

1.8 SMOKE AND ODOR CONTROL PROCEDURES

- A. Smoke and Odor Control: Protect all fresh air intakes to existing buildings from exhaust from internal combustion engines, paint and solvent fumes and other noxious fumes and vapors.
- B. If fume-generating procedures must occur within 50 feet of an air intake, Contractor shall:
 - a. Notify University's Representative at least 14 calendar days in advance of such activities.
 - b. Perform Work when it least impacts the University (evenings, weekends or windy days).
 - c. Provide carbon filter media, plastic barriers, or other control methods to ensure fresh air only enters into the building ventilation system.

1.9 DUST AND AIR POLLUTION CONTROL PROCEDURES

- A. Dust and Air Pollution Control Procedures, General: Requirements of this Section are in addition to those of Article 4.03 of the Contract General Conditions. Employ measures to prevent or minimize creation of dust and air pollution. Contractor shall appoint a dust control monitor to oversee and implement all measures specified in this Article.
 - 1. Unpaved areas shall be wetted down, to eliminate dust formation, a minimum of twice a day.
 - 2. Store all volatile liquids, including fuels or solvents in closed containers.
 - 3. No on-site burning of debris, lumber and other scrap shall be permitted.
 - 4. Properly maintain equipment to reduce gaseous pollutant emissions.
 - 5. Exposed areas, new driveways and sidewalks shall be seeded, treated with soil binders or paved, as appropriate, as soon as possible.
 - 6. Cover stockpiles of soil, sand and other loose materials.
 - 7. Cover trucks hauling soil, debris, sand or other loose materials.
 - 8. Sweep project area streets at least once daily.
 - 9. Refer to Section 01 74 00 - Cleaning Requirements.

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1.10 STORMWATER POLLUTION PREVENTION & EROSION AND SEDIMENT CONTROL

- A. Implement the SWPPP where coverage under the CA General Permit is required.
- B. Implement the approved Stormwater BMP Plan throughout the duration of the project. Prevent any silt, sediment, or other substance to be transported from the Construction Area by means of rain run-off.
- C. Filter or otherwise treat any run-off so that it is clean and clear.
- D. Any run-off that cannot be treated or filtered sufficiently shall instead be captured and detained on-site or dispersed in landscaped area away from any drainage inlets or other drainage infrastructure which might permit the runoff to gain access to any creeks or other potentially sensitive natural area.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION

3.1 GENERAL

- A. Implement the Environmental Protection Plan including the Air Pollution Control Plan and the Stormwater BMP Plan requirements as specified above.
- B. Notify University of any discrepancy or issue which may require specific attention.
- C. Contractor's failure to comply with the requirements of this section shall be considered a loss to the University and shall be compensated appropriately. Should any regulatory fines or penalties be levied as the result of the Contractor's deficient performance, such fines or penalties shall be the responsibility of the Contractor at no cost to the University.

END OF SECTION

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SECTION 01 35 10: HAZARDOUS MATERIAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Hazardous materials procedures

1.3 IDENTIFIED HAZARDOUS MATERIALS

- A. Identified Hazardous Materials:
 - 1. No hazardous materials investigations have been conducted for the University for this Project. If there was a report available, it would be listed here or as Available Information on the Drawings.
 - 2. Although the Work does not include any known hazardous materials or abatement, Contractor shall exercise caution as required by the Contract General Conditions Article 4.08d.
 - a. Comply with California Code of Regulations, Title 8, Sections 1529, 1532.1 and 5208.
 - b. Comply with hazardous materials requirements in the University's Contractor Safety Handbook, provided to Contractor under separate cover by University's Representative.
 - 3. Architect assumes no responsibility relating to existence of any identified hazardous materials, or liability for performance of the Work.

1.4 UNIDENTIFIED HAZARDOUS MATERIALS

- A. Unidentified Hazardous Materials:
 - 1. Except as otherwise specified, in the event that Contractor encounters on the project site material believed to be potentially containing asbestos, polychlorinated biphenyl (PCB), or other hazardous materials which have not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to University's Representative in writing as a Request for Interpretation (RFI).
 - 2. Work in the affected area shall not be resumed except by written agreement between University and Contractor if in fact the material is asbestos, PCB, or other hazardous materials and has not been rendered harmless.
 - 3. Work in the affected area shall be resumed in the absence of asbestos, PCB or other hazardous materials, or when such materials have been rendered harmless in a manner specified by the State of California Hazardous Substances Control Law (Health and Safety Code Division 20, Chapter 6.5).

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PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 35 50: SAFETY PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Procedures for health and safety protection and requirements for reporting accidents.

1.3 RELATED SECTIONS

- A. Section 01 35 10 - Hazardous Material Procedures: Protection from asbestos containing materials (ACM), polychlorinated biphenyl (PCB), or other hazardous materials.
- B. Section 01 52 00 – Construction Area and Temporary Facilities.
- C. Contract General Conditions – Article 4.08d.

1.4 SUBMITTALS

- A. Accident Reports: A copy of each accident report, which the Contractor or subcontractors submit to their insurance carriers, shall be forwarded to the Architect and to the University Representative as soon as possible, but in no event later than 5 calendar days after the day the accident occurred.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of the Work shall comply with applicable regulations.

PART 3 - EXECUTION

3.1 STOP WORK ORDERS

- A. Stop Work Orders:
 - 1. When the Contractor or its subcontractors are notified by the University's Representative of an incident of noncompliance with the provisions of the Contract, and the action(s) to be taken, the Contractor shall immediately, if so directed, or within 48 hours after receipt of a notice of violation, correct the unsafe or unhealthy condition.
 - 2. If the Contractor fails to comply promptly, all or any part of the work performed may be stopped by with a "Stop Work Order." When, in the opinion of the University's Representative, satisfactory

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corrective action has been taken to correct the unsafe and unhealthy condition, a written release of the stop work order will be issued as soon as possible.

3. The Contractor shall not be allowed any extension of time or compensation for damages by reason of or in connection with such work stoppage.

3.2 PROTECTION

- A. Protection: Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. Such measures shall not be prescribed by the University or Architect, but shall be the responsibility solely of the Contractor.
 1. For the purposes of the Contract, the public or building occupants shall include all persons not employed by the Contractor or a subcontractor working under the Contractor's direction.
 2. Work shall not be performed in any area occupied by the public or University's employees unless specifically permitted by the Contract or subsequent written agreements are made with adequate steps taken for the protection of the public and the University's employees.
 3. Whenever practicable, the work area shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the work area.
- B. Alternate Precautions: When the nature of the Work prevents isolation of the work area, and the public or building occupants may be in or pass through, under or over the work area, alternate precautions such as the posting of signs, the use of signal persons, the erection of barricades or similar protection around any hazardous operations shall be used as appropriate.
- C. Public Thoroughfare: When Work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When the exposure to heavy falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.
- D. Hazardous Conditions: Storing, positioning or use of equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.

END OF SECTION

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SECTION 01 41 00: REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 RELATED DOCUMENTS

- A. Contract General Conditions
 - a. See Article 4.10, and see below in this Section for detailed responsibilities for certain permit fees.
- B. Special Conditions
- C. Section 01 45 00 - Quality Control

1.3 AUTHORITY AND PRECEDENCE OF CODES, ORDINANCES AND STANDARDS

- A. Authority: All codes, ordinances and standards referenced in the Drawings and Specifications shall have the full force and effect as though printed in their entirety in the Project Manual.
- B. Precedence:
 - 1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
 - 2. Where the Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, the Drawings and Specifications shall take precedence so long as such increase is not in violation of any codes, ordinances, or standards.
 - 3. Where no requirements are identified in the Drawings or Specifications, comply with all requirements of applicable codes, ordinances and standards of authorities having jurisdiction.

1.4 APPLICABLE CODES, LAWS AND ORDINANCES

- A. Applicable Codes, Laws and Ordinances:
 - 1. Performance of the Work shall meet or exceed the minimum requirements of California Code of Regulations (CCR), Title 24, including, but not limited to the following, including all effective Supplements and Errata and all codes and standards referenced within:
 - a. Part 1: 2013 California Building Standards Administrative Code.
 - b. Part 2: 2013 California Building Code (CBC)
 - c. Part 3: 2013 California Electrical Code (CEC)
 - d. Part 4: 2013 California Mechanical Code (CMC)
 - e. Part 5: 2013 California Plumbing Code (CPC)
 - f. Part 6: 2013 California Energy Code (CEC)
 - g. Part 9: 2013 California Fire Code (CFC)

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- h. Part 11: 2013 California Green Building Standards Code (CalGreen)
 - i. Part 12: 2013 California Reference Standards Code
2. In accordance with Education Code Section 66606, the Trustees of the California State University shall serve as the Building Official for this project, and the Humboldt State University Campus Deputy Building Official shall be the authority having jurisdiction.
 3. State Fire Marshal: Performance of the Work shall also comply with applicable requirements of California Code of Regulations (CCR) Title 19 - Public Safety, per the Authority of the Office of the State Fire Marshal (SFM).
 - a. The University shall be responsible for obtaining plan check approval and for permit and inspection fees collected by the SFM. This shall include the permit fees for the deferred submittal reviews, for fire sprinkler and fire alarm systems, where applicable.
 - b. If the Work is not installed in accordance with the SFM's requirements, such that specific deficiencies in the Work, after the first SFM inspection, are still not corrected to the satisfaction of the SFM after a second inspection, the Contractor shall be responsible for the SFM costs for the third and all subsequent inspections for that item or area of the Work.
 - c. If the Contractor proposes an alternate means of accomplishing the design intent of the Contract Documents, such that additional plan approval fees would be required by the SFM, then the Contractor shall be responsible for securing any and all associated required approvals at no cost to the University.
 4. Division of the State Architect, Accessibility: The Work shall comply with the most restrictive provisions of the Americans with Disabilities Act (ADA) and CA CBC Chapter 11B, per the Authority of the CA Division of the State Architect (DSA).
 - a. The University shall be responsible for the procedural process of obtaining plan check approval and for permit and inspection fees collected by the DSA.
 - b. If the Work is not installed in accordance with the DSA's requirements, such that specific deficiencies in the Work, after the first inspection, are still not corrected to the satisfaction of the accessibility inspector after a second inspection, the Contractor shall be responsible for the accessibility inspector's costs for the third and all subsequent inspections for that item or area of the Work.
 - c. If the Contractor proposes an alternate means of accomplishing the design intent of the Contract Documents, such that additional plan approval fees would be required by the DSA, then the Contractor shall be responsible for securing any and all associated required approvals at no cost to the University.
 5. Stormwater Permit: The following items are a more specific review of the applicable regulations and amends the requirements listed under Article 4.03b of the Contract General Conditions.
 - a. The Contractor is not required to develop or implement a Storm Water Pollution Prevention Plan (SWPPP) under the California General Permit for as the proposed construction activity results in land disturbance of less than one acre and is therefore except from that specific requirement.
 - b. Under the SWQCB Phase II Small MS4 General Permit Order No. 2013-0001-DWQ, Section E.12.c(ii). The project does not create and/or replace 5,000 square feet or more of impervious surface, therefore it is not a "Regulated Project" and does not require compliance with those provisions for numeric calculations for sizing stormwater retention or treatment.
 - c. The project does not create and/or replace between 2,500 square feet and 5,000 square feet of impervious surfaces, and therefore does not require compliance with SWQCB

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Phase II Small MS4 General Permit Order No. 2013-0001-DWQ, Section E.12.b "Site Design Measures."

- d. Regardless of the items listed above, the Contractor shall be responsible for designing, implementing, inspecting, and maintaining, pollution control BMP's to the satisfaction of the University in accordance with the Environmental Protection Plan submittal required by Section 01 35 00 Environmental Protection. This shall establish the minimum baseline standards under this contract.
6. Air Quality Permit: Where required in accordance with Section 01 35 10 Hazardous Materials Procedures, or elsewhere in the Contract Documents, the Contractor is responsible for obtaining a permit from the North Coast Unified Air Quality Management District (NCUAQMD) for notification and asbestos abatement in accordance with NESHAP. Submit permit to University Project Manager for approval prior to start of Work.
- B. Other Applicable Laws, Ordinances and Regulations:
1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of Federal, State, and special district agencies and jurisdictions, where having authority.
 2. Performance of the Work shall be accomplished in conformance with all rules and regulations of public utilities, utility districts and other agencies serving the facility.
 3. Where such laws, ordinances, rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the execution date of the Agreement.
 4. References on the Drawings or in the Specifications to "code", "Code" or "building code" similar terms, not otherwise identified, shall mean the codes specified above, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction having authority over the Project.
 5. Unless otherwise specified, specific references to codes, regulations, standards, manufacturers' instructions, or requirements of regulatory agencies, when used to specify requirements for materials or design elements, shall mean the edition of each in effect as identified in the Contract Documents. If no particular edition is identified, the edition in effect on the publication date of the Bid Package shall govern.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 42 00: REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Use of references in Drawings and Specifications, including requirements for copies of reference standards at Project site.
- B. Definitions of terms used in Specifications and Drawings, including abbreviations, acronyms, names and terms which may be used in Specifications.

1.3 RELATED SECTIONS

- A. Section 01 41 00 - Regulatory Requirements: Identification of applicable building Code and other codes, ordinances and regulations applicable to performance of the Work.

1.4 USE OF REFERENCES

- A. References: The Drawings and Specifications contain references to various standards, standard specifications, codes, practices and requirements for products, execution, tests and inspections. These reference standards are published and issued by the agencies, associations, organizations and societies listed in this Section or identified in individual product specification Sections.
 - 1. Wherever term "Agency" occurs in Standard Specifications, it shall be understood to mean the term used for University for purposes of the Contract.
 - 2. Wherever term "Engineer" occurs in Standard Specifications, it shall be understood to mean Architect or other responsible design professional for purposes of the Contract.
 - 3. Where reference is made to Standard Details, such reference shall be to the Standard Details accompanying the Standard Specifications.
- B. Relationship to Drawings and Specifications: Such references are incorporated into and made a part of the Drawings and Specifications to the extent applicable.
- C. Referenced Grades Classes and Types: Where an alternative or optional grade, class or type of product or execution is included in a reference but is not identified on the Drawings or in the Specifications, provide the highest, best and greatest of the alternatives or options for the intended use and prevailing conditions.
- D. Copies of Reference Standards:
 - 1. Reference standards are not furnished with the Drawings and Specifications. The Contractor, subcontractors, manufacturers, suppliers, trades and crafts shall be familiar with these generally-recognized standards of the construction industry. Copies of reference standards must be obtained from publishing sources.

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E. Jobsite Copies:

1. Contractor shall obtain and maintain at the Project site copies of all relevant reference standards identified on the Drawings and Specifications in order to properly execute the Work.
2. In addition to the complete current Contract Documents, Drawings, Specifications, Submittals, RFI's, and other Project Documents that shall absolutely be readily available at the site, the Contractor shall determine which of the following should be readily available at the site, as applicable to the Work. Where specific issues arise that a reference document is necessary for the resolution of an issue, the Contractor shall make such available as early as possible without causing delay to the progress of the Work:
 - a. State Building Codes: As referenced in Section 01 41 00 - Regulatory Requirements.
 - b. Safety Codes: Occupational Safety and Health Act (OSHA) regulations and State of California, California Administrative Code, California Code of Regulations (CCR), Title 8 - Industrial Relations, Chapter 4, Subchapter 7, General Industry Safety Orders (Cal-OSHA), to extent applicable to the Work.
 - c. General Standards:
 - 1) Underwriters Laboratories, Inc. (UL) Building Products Listing.
 - 2) Factory Mutual Research Organization (FM) Approval Guide.
 - 3) American Society for Testing and Materials (ASTM) Standards in Building Codes.
 - 4) American National Standards Institute (ANSI) standards.
 - d. Fire and Life Safety Standards: All related referenced standards.
 - e. Common Materials Standards: American Concrete Institute (ACI), American Institute of Steel Construction (AISC), American Welding Society (AWS), Gypsum Association (GA), National Fire Protection Association (NFPA), Tile Council of America (TCA) and Woodwork Institute of California (WIC) standards.
 - f. Research Reports: ICC Evaluation Service, Inc. (ICC-ES). Reports (NER), for products not in conformance to prescribed requirements of the California Building Code (CBC).
 - g. Product Listings: Approval documentation, indicating approval of authorities having jurisdiction for use of product within the applicable jurisdiction.

F. Edition Date of References:

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of the Invitation for Bid. All amendments, changes, errata and supplements as of the effective date shall be included.

- G. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision or amendment. It is presumed that the Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.5 DEFINITIONS OF TERMS

- A. Basic Contract Definitions: Words and terms governing the Work are defined in the Contract General and Supplementary Conditions, as referenced in the Agreement.
- B. Words and Terms Used on Drawings and in Specifications: Additional words and terms may be used in the Drawings and Specifications and are defined as follows:
1. "Applicable:" As appropriate for the particular condition, circumstance or situation.

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2. "Approve(d):" Approval action shall be limited to the duties and responsibilities of the party giving approval, as stated in the Conditions of the Contract. Approvals shall be valid only if obtained in writing and shall not apply to matters regarding the means, methods, techniques, sequences and procedures of construction. Approval shall not relieve the Contractor from responsibility to fulfill Contract requirements.
3. "And/or:" If used, shall mean that either or both of the items so joined are required.
4. "Directed:" Limited to duties and responsibilities of the University's Representative or Architect as stated in the Contract General Conditions, meaning "as instructed by the University's Representative or Architect, in writing, regarding matters other than the means, methods, techniques, sequences and procedures of construction. Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the University's Representative or Architect", "requested by the University's Representative or Architect", and similar phrases. No implied meaning shall be interpreted to extend the responsibility of the University's Representative, Architect or other responsible design professional into the Contractor's supervision of construction.
5. "Equal" or "Equivalent:" As determined by Architect or other responsible design professional as being equivalent, considering such attributes as durability, finish, function, suitability, quality, utility, performance and aesthetic features.
6. "Furnish" or "Supply:" Means "supply and deliver, to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
7. "Indicated:" The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown", "noted", "scheduled", and "specified" are used to help the reader locate the reference and shall have the same meaning as "indicated." There is no limitation on location.
8. "Install:" Describes operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
9. "Installer:" Refers to the employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
10. "Necessary:" With due considerations of the conditions of the Project and as determined in the professional judgment of the Architect or other responsible design professional as being necessary for performance of the Work in conformance with the requirements of the Contract Documents, but excluding matters regarding the means, methods, techniques, sequences and procedures of construction.
11. Owner: synonymous with "Trustees" per Contract General Conditions section 1.00. Also synonymous with "Campus," "CSU," "HSU," "Humboldt State University," and "University."
12. "Per:" Same as "in accordance with," "according to" or "in compliance with."

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13. "Products:" Material, system or equipment.
14. "Proper:" As determined by the Architect or other responsible design professional as being proper for the Work, excluding matters regarding the means, methods, techniques, sequences and procedures of construction, which are solely the Contractor's responsibility to determine.
15. "Provide:" Means "furnish and install, complete and ready for the intended use."
16. "Regulation:" Includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as and rules, conventions and agreements within the construction industry that control performance of the Work.
17. "Required:" Necessary for performance of the Work in conformance with the requirements of the Contract Documents, excluding matters regarding the means, methods, techniques, sequences and procedures of construction, such as:
 - a. Regulatory requirements of authorities having jurisdiction.
 - b. Requirements of referenced standards.
 - c. Requirements generally recognized as accepted construction practices of the locale.
 - d. Notes, schedules and graphic representations on the Drawings.
 - e. Requirements specified or referenced in the Specifications.
 - f. Duties and responsibilities stated in the Bidding and Contract Requirements.
18. "Selected:" As selected by the University's Representative, Architect or other responsible design professional from the full selection of the manufacturer's products, unless specifically limited in the Contract Documents to a particular quality, color, texture or price range.
19. "Site:" Same as "Site of the Work" or "Project Site;" the area or areas or spaces occupied by the Project and including adjacent areas and other related areas occupied or used by the Contractor for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.
20. "Substitution:" A product that is of lesser or greater quality or performance than the specified material or equipment
21. "Testing Laboratory or Agency:" An independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests. Refer to Section 01 45 80 - Testing Laboratory Services.

1.6 ABBREVIATIONS, ACRONYMS, NAMES AND TERMS, GENERAL

- A. Abbreviations, Acronyms, Names and Terms: Where acronyms, abbreviations, names and terms are used in the other Contract Documents, they shall mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable.
- B. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade &

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Professional Associations of the U.S." or Dictionary of Architecture and Construction, Fourth Edition
(Cyril M. Harris, McGraw-Hill).

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 01 45 00: QUALITY CONTROL & INSPECTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Regulatory requirements for testing and inspection.
- B. Contractor's quality control.
- C. Quality of the Work.
- D. Inspections and tests by authorities having jurisdiction.
- E. Inspections and tests by serving utilities.
- F. Inspections and tests by manufacturer's representatives.

1.3 RELATED SECTIONS

- A. Section 01 31 00 – Project Coordination: Coordination of Work under Contract.
- B. Section 01 41 00 - Regulatory Requirements: Applicable codes, ordinances and standards.
- C. Section 01 45 80 - Testing Laboratory Services: Selection of independent testing and inspection laboratory; tests and inspections conducted by testing laboratory.
- D. Section 01 61 00 - Basic Product Requirements: Product options, substitutions, transportation and handling requirements, storage and protection requirements, and system completeness requirements.

1.4 REQUIRED SUBMITTALS

- A. Inspection List Submittal – Submit list of required inspections as applicable to the Work and in sequence that will be required based on the Contractor's Construction Schedule. See below for additional requirements.
 - a. This is an "initial" submittal and is due within **21 Days** of the start date established in the Notice to Proceed as per Section 01 33 00 Submittal Procedures. Make any corrections necessary and review the approved Inspection List at each Construction Progress Meeting.
- B. Inspection and Test Reports – Submit all inspection and test reports to the University within **3 Days** of Contractor's receipt from the inspector or testing agencies.

REGULATORY REQUIREMENTS FOR TESTING AND INSPECTION

- A. Comply with requirements for testing and inspections and correction of deficiencies as interpreted by

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authorities having jurisdiction. It shall be the responsibility of the Contractor to request, schedule, and coordinate all necessary inspections.

1.5 CONTRACTOR'S QUALITY CONTROL

- A. Contractor's Quality Control: Contractor shall ensure that products, services, workmanship and site conditions comply with requirements of the Drawings and Specifications by coordinating, supervising, testing and inspecting the Work and by utilizing only suitably qualified personnel.
- B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of the Drawings and Specifications, including, by reference, all Codes, laws, rules, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best accepted practices of the construction industry for the locale of the Project, for projects of this type.
- C. Coordination of Field Quality Control: Contractor shall coordinate and schedule field quality control activities of University's independent testing and inspection agency and inspectors from authorities having jurisdiction.

1.6 QUALITY OF THE WORK

- A. Quality of Products: Unless otherwise indicated, all products shall be new, free of defects and fit for the intended use.
- B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements.
- C. Protection of Existing and Completed Work: Take all measures necessary to preserve and protect existing and completed Work free from damage or staining, until Acceptance by the University.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Prior to implementing any proposed deviation, document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
- F. Verification of Quality: Work shall be subject to verification of quality by University or Architect in accordance with provisions of the Contract General Conditions.
 - 1. Cooperate by making Work available for inspections and observations by University's Representative, Architect and their consultants.
 - 2. Provide access to all parts of the Work, including plants or shops where materials or equipment are manufactured or fabricated.

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3. Provide all information and assistance as necessary, including that from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by University's Representative or Architect.
 4. Contract modifications, if any, resulting from such verification activities shall be governed by applicable provisions in the Contract General Conditions.
- G. Observations by Architect and Architect's Consultants: Periodic and occasional observations of Work in progress will be made by Architect and Architect's consultants as deemed necessary to review progress of Work and general conformance with the design intent.
- H. Limitations on Inspection, Test and Observations: Employment of an independent testing and inspection agency and observations by Architect and Architect's consultants shall not relieve Contractor of the obligation to perform Work in full conformance to all requirements of Contract Documents and applicable Building Code and other regulatory requirements.
- I. Rejection of Work: The University reserves the right to reject any and all Work not in conformance to the requirements of the Contract Documents.
- J. Correction of Non-Conforming Work: Non-conforming Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
- K. Acceptance of Non-Conforming Work: Acceptance of non-conforming Work, without specific written acknowledgement and approval of the University's Representative, shall not relieve the Contractor of the obligation to correct such Work.
- L. Contract Adjustment for Non-conforming Work: Should University's Representative determine that it is not feasible or not in University's interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between University's Representative and Contractor. If an equitable amount cannot be agreed upon, a Field Instruction will be issued and the amount in dispute resolved in accordance with applicable provisions of the Contract General Conditions.
- M. Non-Responsibility for Non-Conforming Work: Architect and Architect's consultants disclaim any and all responsibility for Work produced that is not in conformance with the Contract Drawings and Contract Specifications.

1.7 INSPECTIONS AND TESTS BY AUTHORITIES HAVING JURISDICTION

- A. Contractor shall cause all tests and inspections required by authorities having jurisdiction to be made for Work under this Contract. Contractor shall email University Inspector for inspection request not later than 12:00 PM one full business day in advance for all inspections. Some inspections may require much longer notice. Accommodate such in advance and coordinate with the Inspections List Submittal.
1. Except as specifically noted, scheduling, coordinating and conducting such inspections and tests shall be solely the Contractor's responsibility, and the University's Representative shall be included in all written, verbal, and on-site communications with all inspectors.
 2. All time required for inspections and tests required by the University or authorities having jurisdiction shall be included in the Contract Time.

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3. Costs for inspections and tests by authorities having jurisdiction will be paid by University, except as specified in Section 01 40 00 Regulatory Requirements for subsequent fees after failed inspections.
- A. General: All construction work shall be subject to inspection by the University, and other authorities having jurisdiction. All such construction or work shall remain accessible and exposed for inspection purposes until approved by the associated Inspector.
 1. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of the building code or of other ordinance. Inspections presuming to give authority to violate or cancel the provisions of code, or requirements of the Contract Documents, shall not be valid.
- B. Contractor shall confirm that the Work is entirely complete and ready for inspection at least one hour prior to the time requested for the inspection and shall notify the Inspector.
- C. Approval Required: Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Inspector or inspecting authority. The Inspector, upon notification, shall make the requested inspections and shall either indicate that the work complies with requirements or does not comply with requirements. The Contractor shall correct any portions that do not comply and such portion shall not be covered or concealed until re-inspected and approved
 1. There will be a comprehensive inspection prior to Acceptance by the University; and also prior to occupancy by the University if occupancy is prior to Acceptance.
- D. Inspection Coordination: Contractor shall describe anticipated requests when presenting the look-ahead schedule at progress meetings. Reinforcing steel, structural framework, or interior wall and/or ceiling support framing of any part of any building or structure shall not be covered or concealed without first obtaining the approval of the Inspector.

1.8 INSPECTIONS LIST SUBMITTAL

- A. Inspection List Submittal: Contractor shall review the Contract Documents and prepare a comprehensive list of all required tests and inspections; the list shall be submitted to the University for review and comment. The Inspection List will be reviewed at each Construction Progress meeting. Required inspections include but are not limited to:
 1. Inspections required by California Building Code Section 110.
 2. Inspections required by the State Fire Marshal.
 3. Frame Inspection: To be made after all framing, fire blocking and bracing are in place and all pipes and vents are complete and the rough electrical, plumbing and heating wires, pipes and ducts are approved.
 4. Mechanical and Electrical Rough-In Inspection: To be made after all mechanical and electrical rough-in work is completed.
 5. Lath or Gypsum Board Inspection: To be made after all lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or before gypsum board joints and fasteners are taped and finished.
 6. Backfill & Compaction Inspection: to be made as work progresses.
 7. Concrete Compression Testing: as work progresses.
 8. Pressure Testing of Mechanical Equipment and Piping.
 9. Fire Alarm and Life Safety Systems.
 10. Final Inspection: When building is completed and ready for occupancy.
 11. Other Inspections:

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- a. As required by the University to ascertain compliance with the provisions of the Contract Documents and approved Submittals.
- b. Re-inspections: A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

1.9 TEST AND INSPECTION REPORT SUBMITTALS

- A. Inspectors and testing agencies shall submit a written report of each inspection, test or similar service, to the University, the Contractor, the Architect, and others as requested or required by the Contract Documents.
- B. Test and Inspection Reports shall be provided on forms approved by the University. Written reports of each inspection, test or similar service shall include:
 1. Number and name of inspection or test, identical to request
 2. Date of report
 3. University' Project name and number,
 4. Printed name and contact information for inspection or testing agency
 5. Dates, locations, and ambient conditions of samples and tests or inspections
 6. Designation of the inspection or test method,
 7. Identification of the requirement to be satisfied by the inspection or test
 8. Complete inspection or test data,
 9. Test results and an interpretation of test results,
 10. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements,
 11. Description of any aspects of the work out of compliance;
 12. Clear indication of whether the results are entirely satisfactory and whether retesting or re-inspection is required.
 13. Printed name and signature of individual performing the inspection or test

1.10 INSPECTIONS AND TESTS BY SERVING UTILITIES

- A. Inspections and Tests by Serving Utilities: Contractor shall cause all tests and inspections required by serving utilities to be made for Work under the Contract.
 1. Except as specifically noted, scheduling, coordinating and conducting such inspections and tests shall be solely the Contractor's responsibility. All time required for inspections and tests by serving utilities shall be included in the Contract Time.
 2. Except as specifically noted, all costs for inspections and tests by serving utilities shall be included in the Contract Sum.

1.11 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

- A. Inspections and Tests by Manufacturer's Representatives: Contractor shall cause all required tests and inspections to be conducted by materials or systems manufacturers. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

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1. Scheduling, coordinating and conducting such inspections and tests shall be solely the Contractor's responsibility. All time required for inspections and tests by manufacturer's representatives shall be included in the Contract Time.
2. All costs for inspections and tests by manufacturer's representatives shall be included in the Contract Sum.

1.12 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

- A. Inspections by independent Testing Laboratory: Refer to Section 01 45 80 - Testing Laboratory Services.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 01 45 80: TESTING LAB SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Administrative and procedural requirements for testing laboratory services.

1.3 RELATED SECTIONS

- A. Section 01 41 00 – Regulatory Requirements for
- B. Section 01 45 00 - Quality Control and Inspections: General requirements for inspections and tests.
- C. Individual Product Specifications Sections: Specific requirements for inspections and tests.

1.4 RESPONSIBILITIES

- A. Testing Laboratory: University will engage and pay for the services of an independent agency to perform inspections and tests specified as the University' responsibility.
 - 1. Where the University has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the University, unless otherwise agreed in writing with the University.
- B. Retesting: The Contractor is responsible for the cost of retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - 1. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
- C. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested.
- D. Coordination: The Contractor, Project Manager/Inspector, and each agency engaged to perform inspections, testing and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
 - 1. The Contractor is responsible for communicating to the Project Manager/Inspector the scheduling times for inspections, tests, taking samples and similar activities.

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- E. Payment for Testing Laboratory Services:
1. Unless otherwise specified, University will pay for tests and inspections performed by Testing Laboratory, as specified in individual product Sections of the Specifications. Overtime costs due to scheduling for the convenience of the Contractor or to make up for Work behind schedule shall be deducted by Change Order from Contract Sum.
 2. When tests and inspections are required on an overtime basis, initial payment will be made by the University. All costs for overtime testing and inspections shall be deducted by Change Order from Contract Sum.
 3. Unless otherwise specified, Contractor shall be back-charged for mileage and travel time for inspection services requiring more than 60 miles from Project site to test products purchased by Contractor.
 - a. Testing laboratory shall forward all billings and records of such costs to University's Representative for approval. Such costs, if determined by University's Representative to be attributable to the Contractor under this provision, shall be deducted by Change Order.
 4. Contractor shall pay all costs for repeated observations, reinspection or retesting by Testing Laboratory due to non-conforming Work. Costs shall be deducted by Change Order.
 5. Additional Tests, Inspections and Related Services: Contractor shall be charged costs for additional tests, inspections and related services, due to the following. Such costs shall be deducted by Change Order from Contract Sum.
 - a. Work is not ready to inspect when inspectors arrive.
 - b. Failure to properly schedule or notify testing agency or authorities having jurisdiction.
 - c. Changes in sources, lots or suppliers of products after original tests or inspections.
 - d. Changes in means methods, techniques, sequences and procedures of construction that necessitate additional testing, inspection and related services.
 - e. Changes in mix designs for concrete after review and acceptance of submitted mix design.
 - f. Multiple off-site fabrication sites.
 - g. Fabrication and installation errors.
 - h. Inefficient or poorly organized fabrication that causes additional testing costs to be incurred.
- F. Segregation in Billing of Overtime Services: Billings for overtime services shall have straight time and overtime costs segregated and shall have substantiation by detailed explanations justifying necessity of services on overtime basis.
- G. Obligation to Perform Work According to Contract Documents: Employment of Testing Laboratory shall in no way relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents and applicable Codes.
- H. Limits on Testing Laboratory's Authority:
1. Testing Laboratory may not release, revoke, or requirements of Contract Documents.
 2. Testing Laboratory may not approve or accept any portion of the Work.
 3. Testing Laboratory may not assume any duties of Contractor.
 4. Testing Laboratory shall have no authority to stop Work.

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- I. Contractor's Responsibilities to Testing Laboratory: Contractor shall make the Work in all stages of progress available for personal and continuous observation by the Testing Laboratory.
 - 1. Testing Laboratory shall have free access to any and all parts of the Work at all times.
 - 2. Contractor shall provide the Testing Laboratory with reasonable facilities for Testing Laboratory to obtain such information as Testing Laboratory determines is necessary for Testing Laboratory to be kept fully informed of the progress and manner of performance of the Work and character of products, according to Testing Laboratory's duties and responsibilities.
 - 3. Observation and inspection of the Work by Testing Laboratory shall not relieve Contractor from any obligation to fulfill the requirements of the Contract.
- J. Retesting: When materials tested fall to meet requirements herein specified, they shall be promptly corrected or removed and replaced and retested in a manner required by University's Representative. Costs involved in retesting shall be deducted by Change Order from Contract Sum.

1.5 TESTS AND INSPECTIONS

- A. Tests and Inspections, General: All construction work shall be subject to inspection by the University and the Architect and all such construction or work shall remain accessible and exposed for inspection purposes until approved by the University.
 - 1. The University will provide project personnel, including inspectors, at the project site.
 - 2. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of the building code or of other ordinances of the jurisdiction, including plans and specifications. Inspections presuming to give authority to violate or cancel the provisions of code, or of plans and specifications shall not be valid.
 - 3. It shall be the duty of the contractor to cause the work to remain accessible and exposed for inspection purposes. Neither the Inspector nor the University or Architect shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.
- B. Inspection Requests: It shall be the duty of the Contractor doing the work to notify the Inspector that such work is ready for inspection. The University require that such work is ready for inspection. The University require that every request for inspection be filed at least two working days-before such inspection is desired. Such requests shall be in writing.
- C. Approval Required: Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Inspector. The Inspector, upon notification, shall make the requested inspections and shall either indicate in writing that portion of the construction is satisfactory as completed, or shall notify the Contractor that same fails to comply with plans and specifications. Any portions of Work that do not comply shall be corrected by the Contractor, and such portion shall not be covered or concealed until authorized by the Inspector.
 - 1. There shall be a final inspection and approval of all buildings and structures when completed and ready for occupancy and use.
- D. Inspection Coordination: Contractor shall provide, on a weekly basis, an anticipated Inspection Requirements Schedule, coordinated with the three-week look ahead schedule, showing the anticipated inspection needs for the following three weeks to facilitate appropriate campus coordination and interface as well as mobilization of required inspection staffing.

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E. Required Inspections: Reinforcing steel, structural framework, or interior wall and/or ceiling support framing of any part of any building or structure shall not be covered or concealed without first obtaining the approval of the Inspector.

1. Listed below are the minimum inspection requirements:

- a. Frame Inspection: To be made after all framing, fire blocking and bracing are in place and all pipes and vents are complete and the rough electrical, plumbing and heating wires, pipes and ducts are approved.
- b. Mechanical and Electrical Rough-In Inspection: To be made after all mechanical and electrical rough-in work is completed.
- c. Lath or Gypsum Board Inspection: To be made after all lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or before gypsum board joints and fasteners are taped and finished.
- d. Final Inspection: To be made when the building is completed and ready for occupancy.
- e. Other Inspections: In addition to the called inspections specified above, the inspector may make or require other inspections of any construction work to ascertain compliance with the provisions of the plans and specifications.
- f. Re-inspections: A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

(ARCHITECT TO REVISE/ ADD TO LIST AS REQUIRED BY PROJECT TECHNICAL DETAILS)

- g. Footings
- h. Underground utilities
- i. Rebar
- j. Fire sprinklers.
- k. Ceiling above t-bar
- l. Welding
- m. Roof/metal deck
- n. Roofing
- o. Insulation
- p. Rated wall penetrations
- q. Rated doors and access panels
- r. High voltage cable installation
- s. High pot high voltage cables

2. The Contractor shall be responsible for reviewing all of the Contract Documents for any additional inspection requirements.

1.6 SUBMITTALS

A. Reports: University' independent testing agency shall submit a certified written report of each inspection, test or similar service, to the University. Comply with the general requirements for submittals as per Section 01 33 00 Submittals Procedures.

B. Report Data: Written reports of each inspection, test or similar shall include, but not be limited to:

- a. Date of issue
- b. Project title and number.

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- c. Name, address and telephone number of testing agency
- d. Dates and locations of samples and tests or inspections
- e. Names of individuals making the inspection or test
- f. Designation of the Work and test method
- g. Identification of product and Specification Section
- h. Complete inspection or test data
- i. Test results and an interpretation of test results
- j. Ambient conditions at the time of sample-taking and testing
- k. Comments or professional opinion as to whether inspected or tested
- l. Work complies with Contract Document requirements
- m. Name and signature of laboratory inspector
- n. Recommendations on retesting.

1.7 SCHEDULES FOR TESTING

- A. Testing and Inspection Schedule: After discussion with University's Representative and Testing Laboratory in advance of performance of testing and inspection services, Contractor shall determine dates and times necessary for Testing Laboratory to schedule performance of required tests and inspections and determine due dates for issuance of reports.
 1. Integrate Testing and Inspection Schedule with Construction Progress Schedule specified in Section 01 32 00- Construction Progress Schedules and indicate in the Inspections List submittal in Section 01 45 00 – Quality Control and Inspections.
 2. Determine and indicate in Testing and Inspection Schedule necessary time for preparation and submission of reports of tests and inspections.
- B. Revising Testing and Inspection Schedule: When changes of the construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.
- C. Adherence to Testing and Inspection Schedule: When the Testing Laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the work, all extra costs for testing attributed to the delay may be back-charged to the Contractor and shall not be borne by the University.

1.8 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor's Responsibilities for Inspections and Tests:
 1. Notify Project Inspector and Testing Laboratory two working days in advance of expected time for operations requiring inspection and testing services.
 2. Deliver to Testing Laboratory or designated location, adequate samples of materials proposed to be used which require advance testing, together with proposed mix designs.
 3. Cooperate with University's Representative, Testing Laboratory, Project Inspector, Architect, Architect's consultants and other responsible design professionals. Provide access to Work areas and off-site fabrication and assembly locations, including during weekends and after normal work hours.

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4. Provide incidental labor and facilities to provide safe access to Work to be inspected and tested, to obtain and handle samples at the Work site or at source of products to be tested, and to store and cure test samples.
5. Provide at least 15 days in advance of first inspection or test of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.
6. Provide two working days notice to University's Representative, Architect and, as applicable, responsible design consultant, of each test and inspection.

1.9 INSPECTIONS TESTS BY OTHERS

- A. Inspections by Others: Refer to Section 01 45 00 - Quality Control and Inspections and individual product Specifications Sections for requirements regarding tests and inspections by product manufacturers and others, including serving utilities and for requirements regarding observations and inspections by University's Representative, Architect and Project Inspector.

PART 2 – PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. Repair and Protection: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
 1. Protect construction exposed by or for quality control service activities, and protect repaired construction.
 2. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

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SECTION 01 51 00: TEMPORARY UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Temporary utilities and services, including:
 - 1. Heating and cooling during construction
 - 2. Ventilation during construction
 - 3. Temporary water service
 - 4. Temporary sanitary facilities
 - 5. Temporary power and lighting
 - 6. Construction telephone service.

- B. Removal of temporary utilities.

1.3 RELATED SECTIONS

- A. Contract General Conditions
- B. Supplementary Conditions and Special Conditions
- C. Section 01 35 50 – Safety Procedures
- D. Section 01 41 00 – Regulatory Requirements
- E. Section 01 52 00 – Construction Area and Temporary Facilities

1.4 SUBMITTALS

- A. Temporary Utilities Site Plan: Show all temporary utility hook-up locations on an approved site plan background drawing that is to scale, neat, and legible.
 - a. Due within **21 Days** of the Notice to Proceed. Make any required modifications and file the final approved submittal for the project records. During the course of construction, submit any proposed revisions for approval prior to implementing any changes.
- B. Temporary Utilities Reports: Submit reports of tests, inspections, applicable meter readings (monthly) and similar procedures performed on temporary utilities.

1.5 TEMPORARY UTILITIES AND SERVICES

- A. Temporary Utilities and Services, General: All utilities and other services necessary for proper performance of the Work shall be provided and paid for by Contractor, unless specifically noted otherwise. Refer to Contract General Conditions 4.11. Temporary utilities and services shall conform to all applicable regulatory requirements of authorities having jurisdiction and serving utility companies and agencies. Where temporary utilities require the services of a registered design professional, those

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shall be provided by the Contractor. The Architect and their consultants are not responsible for temporary utilities.

- B. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits, including permits for temporary generators, from authorities having jurisdiction.
- C. Temporary Connections and Fees: Contractor shall arrange for services and pay all fees and service charges for temporary power, water, sewer, gas and other utility services necessary for the Work.
- D. Permanent Connections and Fees: Contractor shall arrange for utility agencies and companies to make permanent connections. University will arrange for permanent utility account and pay permanent connection fees. After Contract Completion review and determination that Work is acceptable, University will pay utility service charges for services delivered through permanent connections, for normal quantities.
- E. Use of Temporary Utilities: Enforce strict discipline in use of temporary utilities to conserve on consumption. Limit use of temporary utilities to official uses to minimize waste and abuse.

1.6 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the site.

1.7 HEATING, COOLING, AND VENTILATION

- A. Temporary Heating, Cooling, and Ventilation: Provide and pay for temporary heating, cooling, ventilation, and dehumidification devices, fuel and related service charges to provide ambient temperatures as required to maintain conditions necessary for proper performance of construction activities and to assist cure of materials, removal of moisture, and to prevent accumulation of dust, fumes, vapors, and gases.
- B. Use of Permanent Heating, Cooling, and Ventilation Systems: Permanent heating, cooling, and ventilation equipment may not be used during construction. Those permanent systems, including ventilation only systems and all ducting must remain fully covered, sealed, and protected from dust and other potential sources of indoor environmental quality contamination. When the Work is clean and free of dust generating activity, the contractor may remove the covers and make all final connections and begin the start-up, testing, and acceptance process. If after this has been complete, there is to be any further dust generating work, those systems shall be re-covered and sealed prior to such activity.

1.8 TEMPORARY WATER SERVICE

- A. Temporary Water Service: Locate and connect to existing water source for temporary construction water service, as acceptable to University's Representative. Extend branch piping to outlets located within the Work Area. Install a meter so the volume of water used during the course of construction may be monitored. Temporary water service piping, valves, fittings and meters shall comply with requirements of the University and applicable regulations.

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- B. Use of Permanent Water System: Permanent water system may be used for construction water after completion, sterilization, testing and inspection of system and approval by University's Representative and authorities having jurisdiction.

1.9 TEMPORARY SANITARY FACILITIES

- A. Temporary Sanitary Facilities: Provide and maintain adequate temporary sanitary facilities and enclosures for use by construction personnel within the Work area. Comply with regulatory requirements for the type, size, quantity, and location of temporary toilet facilities. Provide wash-up sink with soap, towels and waste disposal.
- B. Use of Permanent Sanitary Facilities: Do not use permanent sanitary facilities unless approved by University's Representative in writing. Immediately prior to Contract Completion review, thoroughly clean and sanitize permanent sanitary facilities used during construction.

1.10 TEMPORARY POWER AND LIGHTING

- A. Temporary Power: Provide electric service as required for construction operations. Where available and approved, the Contractor may connect to existing campus power service using a method approved by the University and in compliance with all regulatory requirements.
 - 1. Temporary power conduit, raceways, fittings, conductors, panels, connections, disconnects, overcurrent protection, outlets and meters shall comply with requirements of the serving electric utility, California Electrical Code (CEC), Pacific Gas & Electric, and requirements of authorities having jurisdiction.
 - 2. As necessary in order to maintain construction progress, Contractor shall provide and pay all costs associated with generators used for temporary power.
- A. Temporary Lighting: Provide temporary lighting as necessary for proper performance of construction activities and for adequate illumination for observations, inspections, safety, and security throughout the duration of construction activities.
 - 1. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required. Maintain lighting and provide routine repairs.
- B. Protection: Provide weatherproof enclosures for power and lighting components as necessary. Provide overcurrent and ground-fault circuit protection, branch wiring and distribution boxes located to allow convenient and safe service about site of the Work. Provide flexible power cords as required.
- C. Use of Permanent Power and Lighting Systems: Permanent power and lighting systems may be used after completion, testing and inspection of systems and approval by University's Representative and authorities having jurisdiction. Contractor shall maintain lighting and make routine repairs and replacements as necessary.
- D. Service Disruptions: Temporary power connections shall not disrupt service to other University operations. Schedule any proposed temporary shut-downs at times convenient to University, which may be outside of normal work hours or days. Submit request not less than 7 Days prior to proposed shut down.

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1.11 CONSTRUCTION TELEPHONE SERVICE

- A. Construction Telephone Service: Provide telephone service to Contractor's field staff by means of cellular telephones to enable communications between University's Representative, Project Inspector and Contractor as well as for emergency purposes.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Materials and Equipment: For all temporary utilities, provide materials that are suitable and serviced for the use intended. Their use and methods of installation shall not create unsafe conditions or violate requirements of applicable codes and standards.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES INSTALLATION

- A. Temporary Utilities Installation, General: Contractor shall engage the University and appropriate local utility company or personnel to install temporary service or connect to existing service. Work on temporary utilities shall not occur until after Temporary Utility Site Plan submittal has been approved. Any proposed changes to the plan must be submitted for approval prior to implementation. Use charges for temporary facilities are the Contractor's responsibility. Contractor shall install meters and reimburse the University for any electricity and/or water used from a University source.
- B. Maintenance of Temporary Utilities and Services: Contractor shall maintain temporary utilities and services in good operating condition until removal. Contractor shall protect from utilities and services from environmental and physical damage.

3.2 TERMINATION AND REMOVAL OF TEMPORARY UTILITIES AND SERVICES

- A. Termination and Removal of Temporary Utilities and Services: Unless the University requires that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Prior to Completion, clean and renovate permanent facilities that may have been used during the construction period.
- B. Clean exposed surfaces and repair damage caused by installation and use of temporary utilities and services. Remove temporary underground utility installations fully. Backfill, compact and regrade site as necessary to restore areas or to prepare for indicated paving and landscaping. Restore paving damaged by temporary utilities. Refer to requirements specified in Section 01 73 20 - Cutting and Patching.

END OF SECTION

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SECTION 01 52 00: CONSTRUCTION AREA AND TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Temporary Construction Area facilities and submittal requirements.

1.3 RELATED SECTIONS

- A. Section 01 35 00 – Environmental Protection: For stormwater pollution prevention.
- B. Section 01 35 50 – Safety Procedures
- C. Section 01 51 00 - Temporary Utilities: Water, power, telephone, and sanitary services.
- D. Section 01 55 00 – Vehicular Access and Parking.
- E. Section 01 74 00 - Cleaning Requirements: Cleaning during construction and final cleaning.

1.4 SUBMITTALS

- A. Construction Area Plan: Show all temporary construction facilities on an approved site plan background drawing that is generally to scale, neat, and legible to fit on paper size not larger than 24" x 36". It may be hand-drawn or use computer graphics. The Contractor may utilize the Construction Area Map Exhibit from the Contract Documents as a starting place.
 - 1. Due within **21 Days** of the Notice to Proceed. Make any required modifications and file the final approved submittal for the project records. During the course of construction, submit any proposed revisions for acceptance prior to implementing any changes.
 - 2. The Construction Area Plan shall include, at a minimum, the following elements:
 - a. Construction area and staging
 - b. Contractor's field office
 - c. Temporary storage sheds
 - d. Temporary utilities connections (See section 01 51 00)
 - e. Temporary fencing and gates
 - f. Temporary barriers and enclosures
 - g. Temporary protection of installed Work
 - h. Construction aids
 - i. Traffic control elements (See section 01 55 00)
 - j. Waste and recycling collection areas (See section 01 74 19)
 - 3. Construction Area Plan is a coordination drawing and must follow the general requirements for Shop Drawings as per Section 01 33 00 Submittal Procedures.

1.5 CONSTRUCTION AREA AND STAGING

- A. Refer to the Construction Area Map Exhibit in the Contract Documents for the areas identified by the University as approved for use by the Contractor during the course of construction. Prior to mobilization on-site, the Contractor's Construction Area Plan submittal must be accepted by the University.
 - 1. Use only site areas shown on the Construction Area Plan. Do not store materials, equipment, or other elements outside of this area.
 - 2. The locations of fencing may not necessarily align exactly with the Construction Area, but fencing shall not be placed outside of that area unless specifically approved for purposes

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- of site safety or security.
3. Limited use of areas outside of the Construction Area for isolated short durations may be coordinated with the University, for approval, where special conditions are warranted. For example, parking a crane for a specific purpose for less than one day to stock trusses may be an acceptable use provided that if the equipment and safety clearances are taking up any existing parking facilities, the parking permit fees must be paid for in full by the Contractor.
 - a. Submit complete proposal and justification for activities outside of the Construction Area no less than 10 Days prior to the planned date for such activities to occur. Provide more advance notice where necessary based on the type, complexity, and duration of the activity.
 - b. Under no circumstances shall the Contractor be entitled to an increase in Contract Sum or Time in relation to the University's approval or rejection of any such proposals.
 - c. Coordinate activities outside of the Construction Area with all other project requirements and regulations as well as emergency services access requirements.
 - d. Do not cause disruption to ongoing University operations, and remove items from areas outside of Construction Area immediately after activity is complete.
 4. The Construction Area shall be kept clear of trash and debris and in neat order. Materials and equipment shall be placed in an organized fashion.
 5. Unless otherwise specified or indicated on the Drawings, during the construction period the Contractor shall have full use of the designated Project Area for construction operations, including use of the site. Contractor's use of Project Area shall be limited only by the Contractor's responsibilities to provide and maintain emergency access and egress as required by public safety authorities having jurisdiction and the University's right to perform construction operations with its own forces or to employ separate contractors on portions of the Project in accordance with the Contract General Conditions.

1.6 CONTRACTOR'S FIELD OFFICES

- A. Contractor's Field Office: Contractor shall provide a mobile field office of weather-tight and secure construction, with lighting, power, ventilation, and heating where necessary and appropriate to conduct the management and coordination of the project and work activities.
 1. Provide accommodations for the Contractor's desk workspace, Construction Document layout, and for a meeting table and chairs for not less than six persons.
 2. Provide a computer with cellular internet connection and a photocopier, printer, and fax machine in good working order.
 3. The University and inspectors may also utilize this field office and the furnishings and equipment listed above during work hours for its purposes related to the Project, but will not occupy this field office full-time.
 4. Locate in the position shown in the accepted Construction Area Plan. If an alternate location is proposed, or if the unit is to be moved during the course of construction, simply provide an updated Construction Area Plan indicating the new location.
 5. Contractor's Field Office shall present neat, clean, business-like appearance at all times, internally and externally, and shall not be used for living quarters.
 6. Include other required elements for safety and fire protection, including UL rated portable fire extinguisher(s) as determined necessary by the Contractor and the authorities having jurisdiction

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7. Maintenance: Use all means necessary to maintain construction facilities in proper and safe condition throughout progress of the Work. In the event of loss or damage, promptly restore temporary construction facilities by repair or replacement at no change in the Contract Sum or Contract Time.

1.7 TEMPORARY STORAGE SHEDS

- A. Provide storage sheds where necessary and appropriate for of weather protection and security of tools, materials, and equipment.
 1. Locate in the position shown in the accepted Construction Area Plan. If an alternate location is proposed, of if the unit is to be moved during the course of construction, simply provide an updated Construction Area Plan indicating the new location.
 2. Do not store combustible or flammable materials near the Contractor's Field Office or the building under construction.
 3. Maintenance: Use all means necessary to maintain construction facilities in proper and safe condition throughout progress of the Work. In the event of loss or damage, promptly restore temporary construction facilities by repair or replacement at no change in the Contract Sum or Contract Time.

1.8 TEMPORARY FENCING AND GATES

- A. Provide temporary portable chain-link fencing with windscreen around the Construction Area.
 1. Locate in the position shown in the accepted Construction Area Plan. If an alternate location is proposed, of if the unit is to be moved during the course of construction, simply provide an updated Construction Area Plan indicating the new location.
 2. Provide access gates for personnel, equipment, and vehicles as necessary. Such access points shall be made secure with latches and locks in a manner that is appropriate for both safety and security.
 3. Coordinate with the University for procedures with regard to access rights and restrictions. The Contractor shall ensure no unauthorized persons enter the Construction Area.
 4. Fencing shall be no less than standard 2 inch 11-gauge, galvanized steel, with galvanized pipe posts with caps, at 8 feet high minimum. Post bases shall either be set in temporary concrete footings or use galvanized steel bases located to prevent the risk of tripping.
 5. Windscreen fabric shall be standard fabrication in forest green color to provide visual screening of the Work activities and must be securely fastened on the outside face of the chain link.
 6. Design and construction of fencing is the responsibility solely of the Contractor. The specifications provided here are to establish the minimum requirements only. Do not install any fencing in such a way as to be of safety or security hazard. If during storm events the wind force exceeds the ability of the fence to remain secure, provide immediate measures to remove the windscreen.
 7. Maintenance: Use all means necessary to maintain construction facilities in proper and safe condition throughout progress of the Work. In the event of loss or damage, promptly restore temporary construction facilities by repair or replacement at no change in the Contract Sum or Contract Time.

1.9 TEMPORARY BARRIERS AND ENCLOSURES

- A. Provide temporary barriers, guardrails, covered passageways, and enclosures as necessary to provide for public safety, to prevent unauthorized entry to construction areas and to protect new work, existing facilities and adjacent properties, including existing trees and vegetation from

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- damage from construction operations.
1. Comply with all applicable codes and safety regulations.
 2. Locate in the position shown in the accepted Construction Area Plan. If an alternate location is proposed, of if the unit is to be moved during the course of construction, simply provide an updated Construction Area Plan indicating the new location. Where the placement of a barrier or enclosure is a matter of immediate safety, the Contractor shall act immediately and coordinate with the University as early as practical.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for firefighting.
 4. Maintain unobstructed access to adjacent facilities which are occupied and in use by the University during construction.
 5. Paint temporary barriers and enclosures or otherwise provide with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Include an acceptable detour route and signage with direction indicators.
 6. Where appropriate and necessary, provide warning lighting, including flashing red or amber lights.
- B. Passageways: Erect structurally adequate, protective, covered walkways, tunnels, overhangs, or partitions for passage of persons to maintain access and emergency egress for occupied facilities. Such elements may be in both interior and/or exterior locations.
1. Comply with all applicable codes and safety regulations.
 2. Locate in the position shown in the accepted Construction Area Plan. If an alternate location is proposed, of if the unit is to be moved during the course of construction, simply provide an updated Construction Area Plan indicating the new location. Where the placement of a barrier or enclosure is a matter of immediate safety, the Contractor shall act immediately and coordinate with the University as early as practical
 3. Access to all adjacent buildings, sidewalks, driveways, and drop-off points must remain ADA/Title 24 accessible at all times.
 4. Protect all vehicles, pedestrian and vehicular traffic from damage or injury.
 5. Design and construction of passageways is the responsibility solely of the Contractor. The specifications provided here are to establish the minimum requirements only. Do not install any passageways or covers in a way that may be a safety or security hazard.
 6. Provide proper anchorage to resist all applicable loads.
 7. Provide temporary lighting where necessary for maintaining minimum illumination levels for egress. Lighting shall be controlled by photocell or timer if appropriate lighting levels do not require lighting fixtures to be on during daylight hours. See Section 01 51 00 - Temporary Utilities.
 8. Provide all requires exit signs and other directional signage.
 9. Where necessary, as ultimately determined by the authorities having jurisdiction, and under the Contractor's responsibility to comply with all applicable codes, standards, and regulations, the Contractor shall provide a registered design professional licensed in the State of California to complete the designs for covered passageways and other barriers or enclosures. Where a permit is required, it shall be provided and paid for in full by the Contractor without any increase in Contract Time or Sum.
 10. Any temporary covered passageways or barriers shall be neat and professional in appearance. Walls shall be plumb and straight, edges shall be aligned, intersections of materials shall be tight and regular. Raw plywood or other wood materials is acceptable, but it shall be painted a University standard color if they are to be used in place for more than 7 Days unless otherwise coordinated with and approved by the University.
 11. Use all means necessary to maintain construction facilities in proper and safe

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condition throughout progress of the Work. In the event of loss or damage, promptly restore temporary construction facilities by repair or replacement at no change in the Contract Sum or Contract Time.

- C. Exterior Enclosures: Provide temporary weather-tight closure of exterior openings to:
 - 1. Achieve acceptable working conditions.
 - 2. Protection of building and materials from weather damage.
 - 3. Prevent entry of unauthorized persons or vehicles.
 - 4. Provide access doors with self-closing hardware and locks.
- D. Interior Enclosures: Provide temporary partitions and ceilings as required to separate work areas from areas already completed, to prevent penetration of dust and moisture into adjacent areas, to provide security, and to prevent damage to materials and equipment.
- E. Protection of Work: Provide for the protection of all installed Work.
 - 1. Provide protection that is appropriate to the phase and exposure of the work and materials stored on site. Provide storage sheds as specified where necessary.
 - 2. Provide temporary floor surfacing, subject to the approval of the University, and maintain such surfacing wherever Contractor's personnel are working at finished surfaces to prevent dents, scratches, rust, stains, damage from construction debris. Such areas shall be cleaned daily to the satisfaction of the University, prior to Contractor's cessation of the work each day.

1.10 CONSTRUCTION AIDS

- A. Provide all necessary construction aids including, but not limited to debris chutes, temporary stairs, scaffolding, fall protection anchors, and other elements as required for the construction.
 - 1. Design and construction aids is the responsibility solely of the Contractor. The specifications provided here are to establish the minimum requirements only. Do not install any construction aids in a way that may be a safety or security hazard.
 - 2. Use all means necessary to maintain construction facilities in proper and safe condition throughout progress of the Work. In the event of loss or damage, promptly restore temporary construction facilities by repair or replacement at no change in the Contract Sum or Contract Time.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION

3.1 INSTALLATION OF TEMPORARY FACILITIES

- A. Place temporary facilities after Construction Facilities Site Plan submittal has been approved and coordinated with the requirements above and with all other Sections.
- B. Use all means necessary to maintain construction facilities in proper and safe condition throughout progress of the Work. In the event of loss or damage, promptly restore temporary construction facilities by repair or replacement at no change in Contract Sum or Time.

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3.2 REMOVAL OF TEMPORARY FACILITIES

- A. Removal of Construction Facilities: Unless otherwise mutually agreed by University's Representative and Contractor, remove all temporary materials, equipment, services, and construction prior to Contract Completion review.
- B. Cleaning and Repairs: Clean and repair damage caused by installation or use of temporary construction facilities on public and private rights-of-way. Replace any landscaping and mulch as to the satisfaction of the University so that it is in a condition equal to or better than the condition prior to the start of Work.
- C. Where there is a loss in value of trees due to damage that cannot be replaced, the Contractor shall be liable and provide compensation for
 - a. Because of irreplaceable nature of many existing trees, amount of assessment shall be determined by University's Representative after consultation with Certified Arborist, and shall depend upon tree species, condition before damage and location value.
 - b. Disputed sums shall be governed by applicable provisions of the Contract General Conditions.
 - c. If any tree pruning is deemed necessary by the Contractor in order to perform the intended Work, a written proposal shall be submitted to the University for review and approval prior to the work being implemented. Any tree trimming or pruning without the University's approval shall be considered as damage requiring repair, replacement, or compensation.

END OF SECTION

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SECTION 01 54 00: SECURITY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Contractor Security requirements.

1.3 RELATED SECTIONS

- A. Section 01 35 50 – Safety Procedures: General relationship between safety and security.
- B. Section 01 51 00 – Temporary Utilities: For temporary lighting related to security.
- C. Section 01 52 00 – Construction Area and Temporary Facilities: For fencing, construction aids and related elements.

1.4 SUBMITTALS

- A. Security Program: Develop and submit a Security Program for the University's review and comment. Incorporate all corrections until a final Security Program is approved.
 - a. Due within **21 Days** of the Notice to Proceed. Make any required modifications and file the final approved submittal for the project records. During the course of construction, submit any proposed revisions for acceptance prior to implementing any changes.
 - b. The Security Program shall be in the form of a written document demonstrating compliance with the elements of the Contract General Conditions, this Section, and other related Sections and project requirements.
 - c. Coordinate the Security Program with the Construction Area Plan submittal.

1.5 SECURITY

- A. In addition to security requirements contained in the Contract General Conditions (Article 4.08-c), Contractor shall adhere to the following requirements for security:
 - 1. Contractor shall protect the Work from theft, vandalism an unauthorized entry. Contractor shall have sole responsibility for job site security.
 - 2. Contractor shall maintain security throughout construction until the University's occupancy or acceptance.
 - 3. Keying. Contractor shall provide construction keying different from permanent keying of locks and include organized, locked and supervised storage for receiving and dispensing items of finish hardware throughout the construction.

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4. Provide University and Inspector Access. Contractor shall provide the University with keys necessary to gain access to locked areas of the Work. The University will be responsible for such keys and will return them to the Contractor upon acceptance of the project as complete.

1.6 ENTRY CONTROL

- A. Contractor shall restrict entrance of persons and vehicles into project site to persons identified by the University as authorized to enter. Verify proper identification of such persons.
- B. Implement temporary facilities to physically restrict entrance of unauthorized persons and vehicles into project site and existing facilities to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

1.7 PERMANENT KEYS

- A. Immediately upon receipt of permanent keys for whatever purpose (finish hardware, mechanical equipment, casework, dispensers, lockers, switches, equipment items, etc.), Contractor shall tag or otherwise clearly identify keys according to one approved system and turn them over to the University's Representative prior to any opportunity of access to keys by parties other than the University.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 55 00: VEHICULAR ACCESS AND PARKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Requirements for vehicular access to Work areas
- B. Requirements for construction parking

1.3 RELATED SECTIONS

- A. Section 01 52 00 – Construction Area and Temporary Facilities: Coordination of access to field office, sheds, fencing, etc.
- B. Section 01 58 00 - Project Identification and Signage: Directional and informational signage.

1.4 SITE ACCESS

- A. Site Access: Use of designated existing on-site streets and driveways for construction traffic is permitted with restrictions.
 - 1. Review access routes with University Representative and comply with directions.
 - 2. Vehicles may use only designated routes and access points.
 - 3. Coordinate w/ Construction Area Plan submittal, Section 01 52 00 Construction Area and Temporary Facilities.
 - 4. Metal - tracked vehicles shall not use any paved areas on University property.
 - 5. Provide unimpeded access for emergency vehicles.
 - 6. Provide and maintain access to fire hydrants free of obstructions.
 - 7. Sweep streets and driveways daily or as necessary. Coordinate with pollution prevention, sediment, and erosion control measures.
 - 8. Clean and restore paving and other site features after construction use, where damage was the result of the Contractor's use, even for streets, driveways, sidewalks, and other such elements that are outside of the designated Construction Area.
- B. Traffic Control:
 - 1. Contractor shall comply with all on-campus and off-campus traffic regulations, including speed limits. Contractor shall pay all parking and traffic fines.
 - 2. Temporary blockage of site roadways and access to site parking lots and parking structures shall be only with approval of University's Representative. See Section 01 52 00 Construction Area and Temporary Facilities for additional requirements.
 - 3. Contractor shall employ trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on vehicular and pedestrian traffic lanes.
 - 4. Provide signage, cones and other suitable devices to direct traffic. Use lights during hours of low visibility to delineate traffic lanes and to guide traffic where necessary.
 - 5. Large vehicles shall have University public safety escort. Provide minimum 48 hours written notice through University Representative.
 - 6. Contractor shall comply with all safety regulations.

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1.5 TRAFFIC SIGNS AND SIGNALS

- A. Traffic Signs and Signals:
1. Provide temporary signs and signals as required by authorities having jurisdiction and in compliance with University's requirements transmitted through University Representative.
 2. Contractor shall relocate signs and signals as necessary during construction.
 3. Indicate all traffic and pedestrian signs on the Construction Area Plan submittal per Section 01 52 00 – Construction Area and Temporary Facilities.
 4. Signs must comply with Caltrans standards.

1.6 CONSTRUCTION PARKING

- A. Construction Parking must comply with the following:
1. Contractor may park vehicles and construction equipment inside the designated Construction Area without obtaining campus parking permits.
 2. Contractor shall obtain campus parking permits or pay a parking meter for all of its vehicles parked outside of Contractor's fenced construction areas.
 - a. Parking permits may be purchased from University Parking and Commuter Services, which maintains a Parking Kiosk on the north end of Rossow Street. General parking areas may also have daily parking pass machines where a passes may be purchased.
 - b. Purchase of a parking permit does not guarantee a parking space will be available.
 - c. Vehicles parked outside of the designated Construction Area without a parking permit, or with a permit but not the correct permit for the specific parking area, or without payment to the meter during regulated hours, or parked illegally in any way will be ticketed and may be towed.
 - d. City of Arcata patrols parking meters and neighborhoods surrounding the campus and may issue citations for violations of their parking regulations.
 3. University Parking Regulations may be found here: www.humboldt.edu/parking/regulations
 - a. It is the Contractor's responsibility to ensure all employees and subcontractors are fully aware of all parking enforcement regulations. There will be no exceptions made.
 - b. For any questions with regard to parking, contact parking@humboldt.edu or call (707)826-3773.
 - c. University Police may be contacted for non-emergency purposes at (707)826-5555.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 MAINTENANCE OF PARKING AND ACCESS ROADS

- A. Maintenance: Maintain traffic and parking areas in a sound condition. Repair breaks, potholes, low areas, standing water and other deficiencies, to maintain paving and drainage in original or specified condition.
- B. Cleaning of Roadways and Parking Areas: Keep public and private rights-of-way and parking areas clear of construction-caused soiling, dust and debris, especially debris hazardous to vehicle tires. Perform cleaning as frequently as necessary.

END OF SECTION

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SECTION 01 58 00: TEMPORARY PROJECT SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Temporary project signage including informational signs.

1.3 RELATED SECTIONS

- A. Section 01 35 00 – Environmental Protection: Coordination of signage for environmental protection.
- B. Section 01 51 00 – Construction Area and Temporary Facilities: Coordination of signage locations.
- C. Section 01 55 00– Vehicular Access and Parking: Coordination of signage w/ parking & traffic control
- D. Section 01 74 19 – Waste Management and Recycling: Coordination of signage associated with the Waste Management and Recycling Plan.

1.4 SUBMITTALS

- A. Temporary Project Signage Submittal: In coordination with the Construction Area Plan submittal, which identifies the locations and types of signs for the purposes of construction, the Temporary Project Signage submittal shall include the graphic design and signage material information to demonstrate compliance with project requirements.
 - 1. Due within **21 Days** of the Notice to Proceed. Make any required modifications and file the final approved submittal for the project records. During the course of construction, submit any proposed revisions for acceptance prior to implementing any changes.
 - 2. The Temporary Project Signage submittal shall include a copy of the signage graphics for all temporary signs to be used as part of the construction process, including, but not limited to the Project Identification Sign(s), traffic control signs, informational, and directional signs.

PART 2 - PRODUCTS

2.1 SIGN MATERIALS

- A. Sign Structure and Framing: Contractor shall provide new materials, wood or metal, structurally adequate to support sign panel and suitable for specified finish.
- B. Sign Surfaces: Sign surfaces shall be minimum 5/8-inch thick, exterior grade, softwood plywood with medium or high-density phenolic sheet overlay, standard large sizes to eliminate joints. Contractor shall provide sheet thickness as required to span across framing members and provide even, smooth surface without waves or buckles.
- C. Hardware: Hardware shall be hot-dip galvanized steel.

2.2 PROJECT IDENTIFICATION SIGN

- A. In addition to signage otherwise required, contractor shall provide not less than one project sign per General Conditions 4.23. The sign may be 3 feet by 5 feet securely mounted in an approved location. Submit sign graphics and proposed location for approval. The sign shall be of durable construction

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and quality graphics with no advertising.

- i. Name of the Project;
- ii. Description of the work;
- iii. Name and/or logo the University;
- iv. Name and/or logo the Contractor;
- v. Name and/or logo of the Architect and their primary consultants;
- vi. Contractor's field office phone number;
- vii. University emergency phone number.

2.3 PROJECT INFORMATIONAL SIGNS

- A. Restrictions: Contractor shall not display signs other than Project Identification Sign specified above and Project Informational Signs specified below without written approval of University's Representative.
- B. Project Informational Signs: Informational signs, necessary for conduct of construction activities or required by governmental authorities having jurisdiction, may be displayed when in conformance to sign construction and graphic requirements specified in this Section.
 1. Adequacy of signage for safety and conformance to requirements of authorities having jurisdiction and trade practices shall be solely Contractor's responsibility.
 2. The University reserves the right to reject signage that does not meet the University's standards.
- C. Sign Design: Informational signage shall be produced by professional sign painters or graphics designers and be of size and lettering style consistent with use. Colors shall be as required by authorities having jurisdiction and, if not otherwise required, of colors consistent with Project graphics. Where sign is related to vehicular access, comply with Caltrans standard details.

PART 3 – EXECUTION

3.1 TEMPORARY PROJECT SIGNAGE INSTALLATION

- A. Project Identification Sign Construction: Construct sign support structure and install panels in durable manner, to resist high winds.
- B. Project Identification Sign Installation: Erect Project Identification Sign on site at a lighted location of public visibility, adjacent to the main entrance to site, as approved by University.
 1. Contractor shall install sign at height for optimum visibility, on ground-mounted poles or attached to portable structure on skids.
 2. Portable structures shall resist overturning force of wind.
- C. Field Painting: Paint all surfaces and edges of sign face and support for finished appearance.

3.2 SIGNS MAINTENANCE

- A. Signs Maintenance: Contractor shall maintain signs and supports in a neat, clean condition. Contractor shall repair all damage and weathering to structure, framing and signage.
- B. Sign Relocation: Contractor shall relocate signs as required by progress of the work.

3.4 REMOVAL

- A. Project Signage Removal: Contractor shall remove Temporary Project Signage when directed, but no later than at the Final Completion. Contractor shall coordinate removal with requirements specified in Section 01 51 00 – Construction Area and Temporary Facilities.

END OF SECTION

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SECTION 01 60 00: PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. General requirements for products used for the Work, including:
1. General characteristics of products
 2. Product options
 3. System completeness
 4. Transportation and handling requirements
 5. Storage and protection of products
 6. Installation of products.

1.3 RELATED SECTIONS

- A. Section 01 33 00 - Submittals Procedures: Requirements applicable to submittals.
B. Section 01 41 00 - Regulatory Requirements: As applicable to product minimum requirements.
C. Section 01 42 00 - Reference Standards and Abbreviations: References to various standards, standard specifications, codes, practices and other requirements as they may apply to products.
D. Section 01 45 00 – Quality Control and Inspections
D. Section 01 63 00 - Product Substitution Requirements
E. Section 01 64 0 - Owner-Furnished Products
F. Other Sections as applicable

1.4 SUMMARY

- A. Provide products as specified in the Contract Documents or as allowed by the Contract General Conditions and this Section.
B. See Contract General Conditions 5.03 (Product and Reference Standards), 5.04 (Shop Drawings, Samples, Equals, Substitutions), and 5.05 (Quality of Materials, Articles and Equipment).

1.5 GENERAL PRODUCT REQUIREMENTS

- A. Products, General: "Products" include items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock, and include materials, equipment, assemblies, fabrications and systems.
1. Named Products: Items identified by manufacturer's product name, including make or model designations indicated in the manufacturer's published product data.
 2. Materials: Products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the Work.
 3. Equipment: A product with operating parts that are motorized or manually operated and require connections such as wiring or piping.

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- B. Specific Product Requirements: Specified requirements for products are minimum requirements. Refer to requirements of Section 01 45 00 - Quality Control and individual product Specifications Sections for specific requirements for products.
- C. Product Selection: Provide products that fully comply with the Contract Documents, are undamaged and unused at installation. Comply with additional requirements specified herein in Article titled "PRODUCT OPTIONS".
- D. Standard Products: Where specific products are not specified, provide standard products of types and kinds that are suitable for the intended purposes and that are usually and customarily used on similar projects under similar conditions. Products shall be as selected by Contractor and subject to review and acceptance by the Architect.
- E. Product Completeness: Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect. Comply with additional requirements specified herein in Article titled "SYSTEM COMPLETENESS".
- F. Code Compliance: All products, other than commodity products prescribed by Code, shall have a current ICC Evaluation Service (ICC ES) ESR. Such report may be used by the Building Official to verify products comply with code requirements, and establishes the acceptance criteria for identifying proper installation for code compliance upon completion. Refer to additional requirements specified in Section 01 41 00 - Regulatory Requirements. All products must conform to the Indoor Environmental Quality requirements under CalGreen and as for the LEED NC 4.0 Rating System.
- G. Interchangeability: To the fullest extent possible, provide products of the same kind from a single source. Products required to be supplied in quantity shall be the same product and interchangeable throughout the Work. When options are specified for the selection of any of two or more products, the product selected shall be compatible with products previously selected.
- H. Product Nameplates and Instructions:
 - 1. Except for required Code-compliance labels and operating and safety instructions, locate nameplates on inconspicuous, accessible surfaces. Do not attach manufacturer's identifying nameplates or trademarks on surfaces exposed to view in occupied spaces or to the exterior.
 - 2. Provide a permanent nameplate on each item of service-connected or power-operated equipment. Nameplates shall contain identifying information and essential operating data such as the following example:
 - Name of manufacturer
 - Name of product
 - Model and serial number
 - Capacity
 - Operating and Power Characteristics
 - Labels of Tested Compliance with Codes and Standards
 - 3. For each item of service-connected or power-operated equipment, provide operating and safety instructions, permanently affixed and of durable construction, with legible machine lettering. Comply with all applicable requirements of authorities having jurisdiction and listing agencies.

1.6 PRODUCT OPTIONS

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- A. Product Options: Refer to Contract General Conditions, Article 5.04. Provisions of Public Contract Code Section 03400 shall apply, as supplemented by the following general requirements.
- B. Products Specified by Description: Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that has the specified attributes and otherwise complies with specified requirements.
- C. Products Specified by Performance Requirements: Where Specifications require compliance with performance requirements, provide product(s) that comply and are recommended by the manufacturer for the intended application. Verification of manufacturer's recommendations may be by product literature or by certification of performance from manufacturer.
- D. Products Specified by Reference to Standards: Where Specifications require compliance with a standard, provided product shall fully comply with the standard specified. Refer to general requirements specified in Section 01 42 00 - Reference Standards and Definitions regarding compliance with referenced standards, standard specifications, codes, practices and requirements.
- E. Products Specified by Identification of Manufacturer and Product Name or Number:
 - 4. "Sole source": No other product shall be accepted. Provide the specified product(s) of the specified manufacturer. This may occur in order to obtain a necessary item that is only available from one source. Products specified as "sole source" or "campus standard" anywhere within the Contract Documents have been found by the University that such particular material, product, thing, or service is designated by specific brand or trade name for one or more of the following reasons:
 - 1. In order that a field test or experiment may be made to determine the product's suitability for future use.
 - 2. In order to match other products in use on a particular public improvement either completed or in the course of completion.
 - 3. In order to obtain a necessary item that is only available from one source.
 - 4 a). In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals.
 - 4 b). In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.
 - 5. "Acceptable Manufacturers": Product(s) of the named manufacturers, if equivalent to the specified product(s) of the specified manufacturer, may be acceptable in accordance with the requirements specified herein in the Article titled "'OR EQUAL' PRODUCTS."
 - 6. Unnamed manufacturers: Products of unnamed manufacturers may be acceptable as follows:
 - a. The phrase "or equal" shall be assumed to be included in the description of specified product(s), unless specifically stated that equals will not be accepted or considered, or if the product is specified as "sole source." Equivalent products of unnamed manufacturers may be accepted in accordance with the "or equal" provision specified herein, below.
 - b. If provided, products of unnamed manufacturers shall be subject to the requirements specified herein in the Article titled "'OR EQUAL' PRODUCTS."
 - 7. Quality basis: Specified product(s) of the specified manufacturer shall serve as the "basis of design" by which products by named acceptable manufacturers and products of unnamed manufacturers will be evaluated. Where characteristics of the specified product are described,

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where performance characteristics are identified or where reference is made to industry standards, such characteristics are specified to facilitate evaluation of products by identifying the most significant attributes of the specified product(s).

- F. Products Specified by Combination of Methods: Where products are specified by a combination of attributes, including manufacturer's name, product brand name, product catalog or identification number, industry reference standard, or description of product characteristics, provide products conforming to all specified attributes.
- G. "Or Equal" Provision: Where the phrase "or equal" or the phrase "or approved equal" or abbreviation "OAE" is included, the requirements specified herein in titled "'OR EQUAL' PRODUCTS" shall apply.
- H. Visual Matching: Where Specifications require matching a sample, the decision by the University on whether a proposed product matches shall be final. Where no product visually matches, but the product complies with other requirements, comply with provisions for substitutions for selection of a matching product in another category.
- I. Selection of Products: Where requirements include the phrase "as selected from manufacturer's standard colors, patterns and textures", or a similar phrase, selections of products will be made by indicated party or, if not indicated, by the University and/or Architect.

1.7 "OR EQUAL" PRODUCTS

- A. "Or Equal" Products: Products are specified typically by indicating a specified manufacturer and specific products of that manufacturer, with acceptable manufacturers identified with reference to this "or equal" provision. If Contractor proposes to provide products other than the specified products of the specified manufacturer, provisions of any relevant Supplementary General Conditions, Contract General Conditions Article 5.04-c, and Public Contract Code section 3400 shall apply. Submit complete product data, including drawings and descriptions of products, fabrication details and installation procedures. Include samples where applicable or requested.
 - 1. Submit "or equal" products in accordance with Section 01 33 00 Submittal Procedures with all of the relevant product data, shop drawings, manufacturer's instructions, etc, as well as a signed letter explaining the justification for the product being an equal as follows:
 - a. A certification that the Contractor has reviewed the proposed products and has determined that the products are equivalent or superior in every respect to product requirements indicated or specified in the Contract Documents.
 - b. A written, point-by-point comparison of characteristics of the proposed equal product with those of the specified product.
 - c. A detailed description in written or graphic form as appropriate, indicating all necessary changes or modifications for other elements of the Work.
 - d. An analysis of the "or equal's" potential impact on the Construction Schedule.
 - 2. Note: Products that meet the definition of an "or equal" should generally not result in any modifications or other elements of the Work or delay in the progress of the Work. Such conditions may be an indication that the proposed product should be submitted following the procedures for a Request for Substitution. Regardless, the Contractor shall coordinate installation and make changes to other work that may be required for the work to be complete with no cost to the University and no increase in Contract Time.

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3. If, in the opinion of the University or Architect, the "or equal" product request is incomplete or has insufficient data to enable a full and thorough review of the proposed products, the proposed products may be summarily refused and determined to be unacceptable.
- B. Product Substitutions: For products not governed by the "or equal" provision, comply with Request for Substitution provisions of the Contract General Conditions (Article 5.04-d, Substitutions) and requirements specified in Section 01 63 00 - Product Substitution Procedures.

1.8 SYSTEM COMPLETENESS

- A. System Completeness
1. The Contract Drawings and Specifications are not intended to be comprehensive directions on how to produce the Work. Rather, the Drawings and Specifications are instruments of service prepared to describe the design intent for the completed Work.
 2. It is intended that all equipment, systems and assemblies be complete and fully functional even though not fully described. Provide all products and operations necessary to achieve the design intent described in the Contract Documents.
 3. Refer to related requirements specified in Section 01 41 00 - Regulatory Requirements regarding compliance with minimum requirements of applicable codes, ordinances and standards.
- B. Omissions and Discrepancies: Report to University, in the form of an RFI, immediately when elements essential to proper execution of the Work are discovered to be missing or containing any discrepancy in the Drawings and Specifications, or if the design intent is unclear.
See Section 01 34 00 Requests for Interpretation.

1.9 TRANSPORTATION, DELIVERY AND HANDLING

- A. Manufacturer's instructions and warranty: Comply with manufacturer's instructions and recommendations for transportation, delivery and handling, for full warranty compliance in addition to the general requirements listed below.
- B. Transportation: Transport products by methods to avoid product damage.
- C. Delivery:
1. Schedule delivery to minimize long-term storage and prevent overcrowding construction spaces. Coordinate to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
 2. Deliver products in undamaged condition in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- D. Handling:
1. Provide equipment and trained personnel to prevent soiling, marring or other damage.
 2. Promptly inspect products on delivery to ensure that products comply with Contract Documents, quantities are correct, and to ensure that products are undamaged and properly protected.

1.10 STORAGE AND PROTECTION

- A. Storage and Protection, General: Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
1. Periodically ensure products are undamaged, and maintained under required conditions.

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2. Remove and replace products damaged by improper storage or protection with new products at no change in Contract Sum or Contract Time.
- B. Inspection Provisions: Provide access for inspection and measurement of quantity or counting of units. See Contract General Conditions for procedures required for payment or partial payment for materials stored onsite or offsite.
- C. Structural Considerations: Store heavy materials away from the structure in a manner that will not endanger supporting construction.
- D. Weather-Resistant Storage:
1. Store moisture-sensitive products above ground, under cover in a weather tight enclosure or covered with an impervious sheet covering. Provide adequate ventilation to avoid condensation. See Section 01 52 00 Construction Area and Temporary Facilities for placement of temporary sheds.
 2. Maintain storage within temperature and humidity ranges required by manufacturer's instructions. See Section 01 51 00 Temporary Utilities for providing temporary heating, cooling, dehumidification, and ventilation.
 3. For exterior storage of fabricated products, place products on raised blocks, pallets or other supports, above ground to not create ponding or misdirection of runoff.
 4. Store loose granular materials on solid surfaces. Prevent mixing with foreign matter.
- E. Protection of Completed Work:
1. Contractor shall provide barriers, substantial coverings and notices to protect installed Work from traffic and subsequent construction operations.
 2. Contractor shall remove protective measures when no longer required and prior to Contract Completion review of the Work.
 3. Contractor shall comply with additional requirements specified in Section 01560 - Temporary Barriers and Enclosures.

PART 2 – PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Installation of Products:
1. Comply with manufacturer's instructions and recommendations for installation of products, except where more stringent requirements are specified or necessary due to Project conditions or are required by authorities having jurisdiction.
 2. Anchor each product securely in place, accurately located and aligned with other Work.
 3. Clean exposed surfaces and provide protection to ensure freedom from damage and deterioration at time of Contract Completion review.

END OF SECTION

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SECTION 01 63 00: PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. General requirements applicable to substitutions of materials, products, equipment and systems.

1.3 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures: for related requirements regarding submittals.
- B. Section 01 61 00 - Product Requirements: for requirements regarding product options.

1.4 SUBSTITUTION OF MATERIALS AND EQUIPMENT

- A. "Substitution:" Shall mean a product that is of lesser or greater quality or performance than the specified material or equipment in accordance with Contract General Conditions Article 5.04(d).
 - a. This is distinct from a product that is determined to be "or equal" as described in Section 01 60 00 Product Requirements and per Contract General Conditions 5.04(c) Alternatives or Equals.
- B. Substitutions may only be authorized by properly executed Change Order or Field Instruction including all associated costs including additional professional services where applicable. Comply with all procedures of the Contract General Conditions for proposing substitutions.
- C. Substitutions shall not be considered when included in a normal product data submittal format, and the University and/or Architect's approval of such a submittal containing substitutions without compliance with all required procedures shall not relieve the Contractor of their responsibility to comply with all Contract Documents.

1.5 REQUEST FOR SUBSTITUTION PROCEDURES

- A. Request for Substitution Procedures: Comply with provisions of Contract General Conditions, Article 5.04 and the following.
 - 1. Contractor shall prepare a Request for Substitution and submit the request to University for review and acceptance.
 - a. Submit the request for substitution electronically using form provided by or otherwise approved by the University.
 - 2. Requests for Substitution shall include complete product data, including drawings and descriptions, fabrication details and installation procedures. Include samples where applicable or requested. Such elements are to follow the same requirements as per standard submittals.
 - 3. Requests for Substitution shall also include appropriate product data for the specified product(s) of the specified manufacturer, suitable for use in comparison of characteristics of products.

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- a. Include a written, point-by-point comparison of characteristics of the proposed substitute product with those of the specified product.
 - b. Include a detailed description, in written or graphic form as appropriate, indicating all changes or modifications needed to other elements of the Work and to construction to be performed by the University and by others under separate contracts with University that will be necessary if the proposed substitution is accepted.
4. Requests for Substitution shall include a statement indicating the substitution's effect on the Construction Schedule. Indicate the effect of the proposed substitution on overall Contract Time and, as applicable, on completion of portions of the Work for use by University or for work under separate contracts by University.
 5. Requests for Substitution shall include detailed cost data, including a proposal for the net change, if any, in the Contract Sum. Set the format for cost data, if results in any proposed change to the Contract Time or Sum shall be based on the approved format for a Proposed Change Order.
 6. Requests for Substitution may require approval from the authorities having jurisdiction. The burden for such requirements shall be on the Contractor for coordination and fees for.
 7. If, in the opinion of the University and/or Architect, the Requests for Substitution is incomplete or has insufficient data to enable a full and thorough review of the intended substitution, the substitution may be summarily refused and determined to be unacceptable at no change in the Contract Time or Sum.
- B. Contract Document Revisions:
1. Should a Contractor-proposed substitution or alternative sequence or method of construction require revision of the Contract Drawings or Specifications, including revisions for the purposes of determining feasibility, scope or cost, or revisions for the purpose of obtaining review and approval by authorities having jurisdiction, Architect or other consultant of University who is the responsible design professional may make revisions if approved in writing in advance by University.
 2. Contractor shall pay the University for the costs associated with the additional services of the Architect, other responsible design professionals and University for researching and reporting on proposed substitutions or alternative sequence and method of construction. These costs may include travel, reproduction, long distance telephone and shipping costs reimbursable at cost plus usual and customary mark-up for handling and billing.
 3. Contractor shall pay such fees whether or not the proposed substitution or alternative sequence or method of construction is ultimately accepted by University and a Change Order is executed.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 64 00: OWNER-FURNISHED PRODUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Requirements and responsibilities for equipment/products which are to be furnished by the Owner (University), as well as those which are existing or planned for the future.

1.3 PRODUCT HANDLING

- A. Protection: Contractor shall use means necessary to protect the materials of this Section before, during, and after installation and to protect completed Work, including products installed by others.
- B. Replacements: In the event of damage, Contractor shall immediately repair all damaged and defective Work to satisfaction of University's Representative, at no change in Contract Time and Contract Sum.

PART 2 - PRODUCTS

2.1 RESPONSIBILITIES FOR FURNISHING & INSTALLING PRODUCTS AND EQUIPMENT

- A. Responsibility symbols may have been assigned to equipment/product items specified in other sections of these specifications and/or drawings in order to designate contract responsibility.
- B. Regardless of responsibility symbol, Contractor shall:
- a. Verify utility requirements. Upon request, the University shall provide dimensions and utility characteristics of University-furnished items.
 - b. Provide utility rough-ins for equipment/product items unless specifically noted as excluded from Contractor's scope.
- C. Responsibility Symbol Legend:
- H** - University (Owner or Trustees, all having the same meaning)
 - C** - Contractor
 - E** - Existing
 - F** - Future
- D. Responsibility Scenarios:
- a. **H-H**: Furnished and installed by the University.

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- b. **H-C:** Furnished by the University and installed by the Contractor. The division of responsibilities is as follows:
- i. The University shall:
 - 1. Arrange for and deliver the University reviewed shop drawings, product data, manufacturer's instructions and other required information to the Contractor.
 - 2. Deliver supplier's bill of materials to the Contractor.
 - 3. Arrange and pay for delivery of item to site in accordance with Construction Progress Schedule; include all standard integral parts of equipment items.
 - 4. Inspect items upon delivery; submit claims for transportation damage and replace damaged, defective or deficient items that are declared by the Contractor at time of delivery.
 - 5. Arrange for manufacturer's warranties, inspections and service.
 - ii. The Contractor shall:
 - 1. Designate submittals and delivery dates for each item in the Construction Progress Schedule.
 - 2. Review the University reviewed shop drawings, product data, manufacturer's instructions and other required information. Notify the Project Manager regarding any potential conflicts with the Contractor's work.
 - 3. Receive and unload items at site and give written receipt for item at time of delivery, noting visible defects or omissions; if such declaration is not given, the Contractor shall assume responsibility for such defects and omissions.
 - 4. Handle and store items until ready for installation.
 - 5. Protect items from loss, damage, and from exposure to elements.
 - 6. Uncrate, assemble, install, connect, adjust, and finish items in accordance with the Contract Documents and the manufacturer's instructions and Shop Drawings.
 - 7. Supply the labor and all related materials, hardware, and accessories required and make all mechanical, electrical, plumbing, and structural reinforcement and connections necessary to operate the product or equipment.
 - 8. Furnish operating oils, lubricants and incidental materials required for complete installation.
 - 9. Provide installation inspections required by authorities having jurisdiction.
 - 10. Repair or replace items damaged after receipt.
- c. **C-C:** Furnished and installed by the Contractor. **This is the default standard (without being specifically indicated) unless otherwise noted in drawings or specifications.**
- d. **E-C:** Existing equipment to be relocated and installed by the Contractor.
- i. The Contractor shall:
 - 1. Remove item from present location at a time approved by the University.
 - 2. Disconnect and cap existing utilities as needed.

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3. Relocate item to new location.
 4. Install item. Provide fittings, fastenings, and similar items required to place equipment in operating condition to match condition immediately prior to removal, unless additional work is specifically noted in the Contract Documents.
- e. **E-H:** Existing equipment to be relocated and installed by the University.
- i. The Contractor shall:
 1. Notify the University representative in writing of the need to relocate existing equipment in conflict with the construction work, a minimum of 21 days before the conflict impacts the project.
- f. **F:** Future item furnished by the University and installed by the University.
- i. The Contractor shall:
 1. Maintain required clearances to accommodate item for its intended use; provide and install appropriate supports generally installed in conjunction with Contractor's work such as backing or anchors; and roughed-in connections for utilities.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Prior to commencing Work, Contractor shall verify that Work specified in other Sections has been properly completed and installed as specified to allow for installation of all materials and methods required of this Section.
2. Contractor shall verify that new and existing products and conditions are satisfactory for installation or relocation of University furnished products. If unsatisfactory conditions exist, do not commence the installation until such conditions have been corrected.

B. Discrepancies:

1. In the event of discrepancy, Contractor shall immediately notify the University's Representative.
2. Contractor shall not proceed with installation in areas of discrepancy until all such discrepancies have been resolved.

3.2 INSTALLATION

- A. Contractor shall relocate and reinstall existing products in accordance with Contract Documents and reviewed shop drawings, original manufacturer's instructions and recommendations if applicable and as directed.
- B. Contractor shall install University furnished products in accordance with reviewed shop drawings and manufacturer's printed instructions, as applicable.

3.3 ADJUSTING AND CLEANING

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- A. Contractor shall adjust all equipment and products as necessary and as directed by University's Representative.
- B. Contractor shall clean all new, existing, and relocated equipment and products.
- C. Contractor shall protect all new, existing, and relocated equipment and products from damage until Contract Completion.

END OF SECTION

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SECTION 01 72 00: PREPARATION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Requirements for preparation prior to installing, applying and placing products to determine acceptable conditions for the Work.

1.3 RELATED SECTIONS

- A. Section 01 31 00 – Project Coordination: For proper sequencing and interfacing of the Work.
- B. Section 01 31 20 - Project Meetings: General requirements for pre-installation conferences.
- C. Section 01 32 00 - Construction Progress Documentation: Requirements for scheduling Work.
- D. Section 01 73 20 - Cutting and Patching: To provide access for performing the Work.
- E. Section 01 77 00 - Contract Closeout Procedures: Project record documents, including layout data.

1.4 LAYOUT OF WORK

- A. Contractor is responsible for the correct layout and verification of the locations and elevations of buildings, site elements, and other components of the Work.
- B. Where necessary, due to the scale and complexity of the Project requirements, and to aid in the avoidance of construction errors or improper coordination of the Work, the Contractor shall select and pay for services of a land surveyor, registered in the State of California.
- C. Reviews by University and Architect of survey and layout data shall be only for general conformance with the design concept and requirements based on the information presented and shall not relieve the Contractor from compliance with requirements of the Drawings and Specifications. Changes shall only be authorized by separate written Change Order or Field Instruction, in accordance with the Contract General Conditions

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Manufacturer's Requirements: Determine product manufacturer's requirements and recommendations prior to commencing Work.
- B. Preparations: Perform preparation actions according to manufacturer's instructions and recommendations and according to specified procedures.
 - 1. Perform surface preparation as necessary to create suitable substrates for application, installation and placement of products.

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- C. Existing Utility Information: Furnish information to serving utility 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 University and with authorities having jurisdiction. Call for Underground Service Alert at 811 prior to any digging.
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by University or others. See Section 01 51 00 Temporary Utilities.
- E. 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.
- F. Space Requirements: Verify space requirements of items shown diagrammatically on Drawings.
- G. Review of Contract Documents and Field Conditions: Immediately upon discovery of the need for clarification of the Contract Documents, Submit an RFI to University. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.
- H. Verification of Construction Layout: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks, and locate survey reference points. If discrepancies are discovered, promptly notify University by submittal of an RFI.

3.2 CONTROL AND REFERENCE POINTS

- A. Survey Control and Reference Points: Locate and protect survey control and reference points. Control datum for survey shall be as indicated on the Drawings or the separate survey provided by the University where not included in the services of the Architect.
 - 1. Comply with requirements of authorities having jurisdiction for survey monument preservation on capital improvement projects where monument points are present.
 - 2. Comply with all requirements of the Business and Professions Code Section 8771.

3.3 SURVEYING AND FIELD ENGINEERING SERVICES

- A. Surveying and Field Engineering Services: Establish elevations, lines and levels for all Work under the Contract. Locate and lay out by instrumentation and similar appropriate means.
- B. Note on Project Record Drawings utility locations, slopes and invert elevations as well as site improvements, including, but not limited to pavements, curbs, headers, sewers, storm drains, structures, and paving. See Section 01 78 90 Project Record Documents.
- C. Provide and maintain stakes for cutting, filling, grading and topsoil placement, to establish finished grade or flow line indicated on Contract Drawings.
- D. Lay out grid or axis for structures, building foundation, column locations and ground floor elevations.
- E. 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.

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- F. Establish dimensions within tolerances indicated. Do not scale Drawings.
- G. Site Grading Verification: Upon completion of grading, survey graded areas and establish that elevations are correct and within acceptable tolerances for paving and finish grading.
- H. Verification of Work: Periodically verify layout and completed conditions of the Work by same means.

END OF SECTION

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SECTION 01 73 00: EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. General requirements for installing, applying and placing products.
- B. General requirements for correction of defective Work.

1.3 RELATED SECTIONS

- A. Section 01 31 20 - Project Meetings: Pre-installation and coordination conferences where procedures for installing and applying products are reviewed prior to performance of the Work.
- B. Section 01 60 00 – Product Requirements: For general requirements of products and systems.
- C. All other Sections: Specific requirements for installing, applying and placing products.

1.4 EXECUTION

- A. Manufacturer's Requirements: Determine product manufacturer's requirements and recommendations prior to commencing Work.
- B. Execution: Perform installation, application and placement actions according to manufacturer's instructions and recommendations and according to specified procedures.
 - 1. Perform surface preparation as necessary to create suitable substrates for application, installation and placement of products.
 - 2. Where required, provide temporary enclosures and devices to modify the environmental conditions until they are suitable for the installation requirements.

PART 2 – PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 INSTALLATION, APPLICATION AND PLACEMENT OF PRODUCTS

- A. Installation, Application and Placement, General: locate the Work and components of the Work accurately, in correct alignment, orientation and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. 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.
 - 4. Install products at the time and under conditions that will ensure the best possible results. maintain conditions required for product performance until acceptance of the Work.
 - 5. 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.

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- A. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- B. 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.
 - 1. Mounting Heights: Where mounting heights are not indicated, submit RFI.
 - 2. Allow for building movement, including thermal expansion and contraction.
- C. 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.
- F. Cleaning: Comply with requirements specified in Section 01 74 00 - Cleaning Requirements.
- D. Protection: Provide barriers, covers and other protective devices as recommended by manufacturer and complying with general requirements specified in Section 01 52 00 – Construction Area and Temporary Facilities.
- E. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.2 CORRECTION OF THE WORK

- A. Correction of the Work, General: repair or remove and replace defective construction. Restore damaged substrates and finishes to match original and new surrounding construction.
 - 1. Comply with requirements in Section 01 73 20 - Cutting and Patching Procedures.
 - 2. Repairing shall include replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
 - 3. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
 - 4. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
 - 5. Remove and replace chipped, scratched, and broken glass.
- B. Restoration of Existing Conditions: Restore permanent facilities used during construction to their original condition or to match new construction.

END OF SECTION

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SECTION 01 73 20: CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Requirements and procedural requirements for cutting and patching, including:
1. Cutting and patching existing construction to accommodate new construction.
 2. Cutting and patching existing construction damaged or defaced during construction as required to restore to existing or better condition at the time of award of Contract.
 3. Cutting and patching required to:
 - a. Install or correct non-coordinated Work.
 - b. Remove and replace defective and non-conforming Work.
 - c. Remove samples of installed Work for testing.
- B. Refer to other Sections and drawings for specific requirements of the extent and limitations applicable to cutting and patching, demolishing, or altering existing elements of the Work.
1. Requirements of this Section also apply to mechanical and electrical installations, however, additional special procedures may be required for such systems.

1.3 RELATED SECTIONS

- A. Section 01 31 00 - Project Coordination: Requirements for coordination among all divisions.
- B. Section 01 33 00 – Submittal Procedures: Requirements for submittals and shop drawings.
- C. Section 01 35 10 - Hazardous Materials Procedures: As applicable to any demolition activities.
- D. Section 01 52 00 – Construction Area and Temporary Facilities: Dust-control barriers at cutting and patching locations.
- E. Section 01 74 00 - Cleaning Requirements: Cleaning after cutting and patching Work.
- F. All individual Divisions:
1. Cutting and patching incidental to Work specified in the Section.
 2. Coordination with Work specified in other Sections for openings required to accommodate Work specified in those other Sections.

1.4 SUBMITTALS

- A. Product Data and Coordination or Shop Drawings: Submit for approval all materials, products, or systems to be used in the cutting and patching for matching the existing conditions. Submit samples or mock-ups when requested in order to demonstrate the visual qualities of the matching finishes. Comply with Section 01 33 00 Submittals Procedures.
- B. Written Request to Proceed for Cutting and Alteration:
1. Submit written requests 5 Days minimum prior to planned activities which potentially affects:
 - a. Structural integrity of any element of new or existing construction.
 - b. Integrity of weather-exposed or moisture-resistant elements.

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- c. Efficiency, maintenance, or safety of operational elements.
 - d. Visual qualities of elements exposed to view in the completed construction.
 - e. Work by University's forces or by others under separate contract with University.
 - f. Existing construction not otherwise indicated to be revised by Work under the Contract.
2. Include in requests for cutting and alteration the following information:
- a. Identification of Project.
 - b. Location and description of affected Work. Include shop drawings as necessary to identify locations and communicate descriptions and coordination clearly.
 - c. Description of proposed Work and products to be used. Indicate all required submittals and their current status. All relevant required submittals should already be approved based on the required review periods, otherwise the cutting and patching may be delayed with no change to Contract Time or Sum.
 - d. List possible alternatives to cutting and patching if there are such options.
 - e. Indicate date and time cutting and patching Work will be performed, including duration.
 - f. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
 - g. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service may be disrupted. Comply with the requirements of Section 01 51 00 Temporary Utilities.
 - h. Where cutting and patching involves addition of reinforcement to structural elements, submit details to show how reinforcement is integrated with the original structure. This may include coordination drawings or engineered shop drawings by Contractor including engineering calculations and details.
3. Approval by the University to proceed with cutting and patching does not waive the University's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory. Minimize impact on University operations and on concurrent operations by other contractors.

1.5 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their gravity or lateral load-carrying capacity or load-deflection ratio.
1. Obtain approval to proceed from the University for cutting and patching proposal prior to cutting and patching the following structural elements:
 - a. Bearing and retaining walls
 - b. Structural concrete
 - c. Structural steel
 - d. Headers
 - e. Timber and primary wood framing
 - f. Structural decking
 - g. Stair systems
 - h. Miscellaneous structural members
 - i. Equipment supports
 - j. Piping, ductwork, vessels and equipment
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety-related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

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1. Obtain approval to proceed with the cutting and patching proposal prior to cutting and patching the following operating elements or safety-related systems, as applicable:
 - a. Primary operational systems and equipment
 - b. Air or smoke barriers
 - c. Water, moisture, or vapor barriers
 - d. Membranes and flashings
 - e. Fire protection systems
 - f. Noise and vibration control elements and systems
 - g. Control systems
 - h. Communication systems
 - i. Electrical wiring systems

- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or interior occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory result.

- D. Cutting and Patching Conference: Prior to proceeding, meet at the Project site with parties involved with the cutting and patching work. Follow the outline of procedures as required for pre-installation conferences per Section 01 31 20 Project Meetings. Review areas of potential interference or conflict. Coordinate all aspects of the Work and resolve potential problems.

PART 2 - PRODUCTS

2.1 PATCHING MATERIALS

- A. Patching Materials, General: As required for patch and to match surrounding construction.
 1. Provide same products or types of construction as that in existing structure, or specialized patching products as needed to extend or match existing.
 2. Generally the Contract Documents will not define products or standards of workmanship present in existing construction; Determine products by inspection and necessary testing, and determine quality of workmanship by using existing as a sample for comparison.
 3. The presence of a product, finish, or type of construction requires that patching, extending or matching shall be performed as necessary to make work complete and consistent with identical standards of quality.

- B. Patching at Paving: At portland cement concrete paving, use concrete mix with maximum 3/8-inch aggregate and minimum 3000 psi 28-day compressive strength. Provide dowels to existing paving and reinforce new paving with minimum No. 4 reinforcing steel bars at 16-inches on center each way. Welded wire fabric reinforcement will not be acceptable.

- C. Patching of Lawns and Grasses: Restore areas trenched, disturbed or damaged. Provide sod or seeded planting mix, to match existing lawn or grass area. Ensure successful growth.

- D. Patching of Building Finish Materials: Match existing products and finishes. Confirm colors, patterns and textures with University. Custom cut new materials to fit and to match joint patterns with existing materials.

- G. Refer to other Sections for additional requirements. Ensure compatibility of materials including coatings and paint products. See Painting specification section for surface preparation.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination, General: Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered. Inspect existing conditions prior to commencing Work, including elements subject to damage during cutting and patching.
 - 1. Before proceeding, meet at the site with parties involved in cutting and patching, including asbestos abatement, mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
 - 2. Proceeding with cutting or patching shall be clear indication to mean that existing conditions were found by Contractor to be acceptable. The University's approval to proceed shall not relieve the Contractor of their requirements to comply with all conditions of the Contract Documents.
 - 3. After uncovering existing Work, inspect conditions affecting proper accomplishment of Work.

3.2 PREPARATION

- A. Temporary Supports: Provide supports to ensure structural integrity of the Work and provide devices and methods to protect other portions of Project from damage. Such Construction Aids shall be in accordance with Section 01 52 00 Construction Area and Temporary Facilities.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them. Ensure underground service alert (811) has been executed.
- E. Weather Protection: Provide protection from elements for areas which may be exposed by uncovering Work. Maintain excavations free of water.

3.3 CUTTING AND PATCHING

- A. Cutting and Patching, General: Execute cutting, fitting, and patching, excavation and fill, as necessary to complete the Work. Employ skilled workers. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Coordinate installation or application of products for integrated Work. Avoid having to cut and patch new substrates and finishes.
 - 2. Uncover completed Work as necessary to install or apply products out of sequence.
 - 3. Cut, remove and replace defective and non-conforming Work.
 - 4. Cut and patch as necessary to provide openings in the Work for penetration of plumbing, fire protection, HVAC and electrical Work.
 - 5. Where partitions are removed, patch floors, walls, and ceilings with finish materials to match.

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- a. Where removal of partitions results in adjacent spaces becoming one, re-work floors and ceilings to provide smooth and clean planes without breaks, steps, or bulkheads. Finish must be consistent from floor to ceiling and corner to corner.
 - b. Where extreme change of plane of one inch or more occurs, request instructions from Architect as to method of making transition.
6. Trim and refinish existing doors as necessary to clear new floor finishes.
 7. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- B. Cutting:
1. Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations. Provide appropriate surfaces to receive final finishing.
 2. Execute cutting and patching of weather-exposed, moisture-resistant elements and surfaces exposed to view by methods to preserve weather, moisture and visual integrity.
 3. Cut rigid materials using carbide tip saw blades, diamond grit abrasive saw blades, diamond core drills and hole saws, and similar cutters for smooth edges. Do not overcut corners.
 - a. Core drill holes through concrete and masonry.
 - b. Pneumatic tools will not be allowed without prior approval.
 4. Provide fire and smoke seals as applicable at new penetrations to maintain fire rating.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances. Restore substrates and finishes with products to match existing construction and as specified in product Sections of the Specifications for new construction. :
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, extend final paint coat over entire unbroken area containing the patch, after patched area has received primer and second coat.
 4. Patch, repair or re-hang existing ceilings as necessary to provide an even plane surface of uniform appearance.
 5. Finish surfaces flush and textured to match surrounding finishes.
 6. Fit work neat and tight allowing for expansion and contraction.
 7. Butt new finished to existing exposed structure, pipes, ducts, conduit, and other penetrations through surfaces.
- D. Finishing: refinish surfaces to match adjacent and similar finishes as used for the Project.
1. For continuous surfaces, refinish to nearest intersection or natural break.
 2. For an assembly, refinish entire unit.

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- E. Penetrations at Fire-Rated Construction: Verify if existing construction consists of fire rated assemblies. Submit RFI where unclear. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with firestopping and smoke seal material in compliance with an applicable UL-listed assembly, to full thickness of the penetrated element. Refer to specific Sections related to fire rated construction where applicable.
- F. Restoration and Finishing: Finish surfaces to match adjacent and similar finishes.
 - 1. Restore Work with new products as specified in individual product Specifications Sections.
 - 2. Patch and replace any portion of an existing finished surface which is found to be damaged, lifted, discolored, or shows other imperfections, with matching material.
 - a. Provide adequate support of substrate prior to patching the finish.
 - b. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over the entire surface.
 - c. When existing surface finish cannot be matched, refinish entire surface to nearest intersections.
- G. Transition from Existing to New Construction:
 - 1. When new work abuts or finishes flush with existing work, make a smooth and clean transition. Patched work shall match existing adjacent work in texture and appearance so that the patch or transition is invisible at a distance of five feet.
 - 2. When finished surfaces are cut in such a way that a smooth and clean transition with the new work is not possible, notify Architect. Terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface, or as otherwise directed by Architect.
- H. Plaster Installation: Comply with manufacturer's instructions and install thickness and coats.

3.4 CLEANING

- A. Cleaning: Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition. Comply with Section 01 74 00 Cleaning Requirements.

END OF SECTION

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SECTION 01 74 00: CLEANING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Cleaning during construction.
- B. Cleaning for Contract Completion review and final acceptance of the Work.

1.3 RELATED SECTIONS

- A. Additional Requirements: Cleaning for specific products or elements of Work are described in individual Sections.

1.4 SUBMITTALS

- A. Cleaning Product List & Procedures: Contractor shall submit complete list of all cleaning agents and materials as well as description of cleaning processes to be used for cleaning of the Work for University's review and approval.

1.5 QUALITY ASSURANCE

- A. Cleaning and Disposal Requirements, General: Conduct cleaning and disposal operations in compliance with all applicable codes, ordinances and regulations, including environmental protection laws, LEED rating system requirements, and CalGreen mandatory measures.
- B. Cleaning Workers: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a commercial building cleaning program.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents and Materials: Use only those cleaning agents and materials which will not create hazards to health or property and which will not damage or degrade surfaces. Comply with all applicable manufacturer's recommendations and instructions.

PART 3 - EXECUTION

3.1 CLEANING DURING CONSTRUCTION

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- A. Garbage Control: Control accumulation of debris, waste materials and rubbish. Periodically, dispose of debris, waste and rubbish off-site in a legal manner and in accordance with construction waste management and recycling requirements for this Project.
- B. Cleaning of Existing Facilities: Contractor shall clean surfaces in existing buildings where alteration and renovation Work is being performed or where other construction activities have caused soiling and accumulation of dust and debris. Clean dust from horizontal and vertical surfaces, including lighting fixtures. Clean or replace HVAC filters. Note that all HVAC supply, return, or other registers must be properly covered and sealed prior to any potential dust generating activities.
- C. Clean sidewalks, driveways, parking lots, streets, and Construction Area access ways frequently to maintain all thoroughfares free of dust, debris, soil, mud, and other contaminants, including any hazard which may be a threat to tires or feet. Coordinate activities with pollution, erosion, and sedimentation prevention requirements.
- D. Cleaning Frequency: At a minimum, clean all Work areas daily. Coordinate cleaning activities with related project safety requirements.
- E. Failure to Clean: Should cleaning by Contractor not be sufficient or acceptable to University's Representative, especially regarding paths of travel, University may engage cleaning service to perform cleaning and deduct costs for such cleaning from sums owed to Contractor.

3.2 CONTRACT COMPLETION REVIEW CLEANING, GENERAL

- A. Contract Completion Review Cleaning, General: Execute a thorough cleaning prior to Contract Completion review by University and Architect. Contractor shall complete final cleaning before submitting final Application for Payment.
 - 1. Conduct cleaning in compliance with regulations of authorities having jurisdiction, industrial safety standards, CalGreen and LEED green building requirements for cleaning and indoor environmental quality.
 - 2. Employ professional building cleaners to thoroughly clean building.
 - 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - 5. Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
- B. Waste Disposal:
 - 1. Remove waste materials from the site and conduct disposal in a lawful manner.
 - 2. Do not burn or bury any materials.
 - 3. Do not discharge volatile, harmful or hazardous materials into drainage systems.
 - 4. Where extra materials of value remaining after completion of associated work have become the University's property, arrange for final relocation and stacking of these materials as directed in the location approved by the University.

3.3 INTERIOR CLEANING

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- A. Interior Cleaning:
 - 1. Remove labels that are not permanent labels.
 - 2. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from all visible interior and exterior surfaces.
 - 3. Remove dust from all surfaces, including, but not limited to light fixtures, ledges, plumbing fixtures, tops of door and window frames, interiors of cabinets and casework.
 - 4. Remove waste and surplus materials, rubbish and temporary construction facilities, utilities and controls per the requirements specified.

- B. Accessories and Fixtures Cleaning: Clean building accessories, including toilet partitions, fire extinguisher cabinets, lockers and toilet accessories, all plumbing fixtures and all lighting fixture lenses and trim.

- C. Glass and Mirror Cleaning: Clean and polish all glass and mirrors. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

- D. Metalwork: Clean and buff all metalwork, to be free of soiling and fingerprints. Mirror finished metalwork shall be buffed to high luster.

- E. Floor Cleaning: Clean floors to dust-free condition, free of stains, films and similar foreign substances and implement the following minimum requirements for various types of floor surfaces:
 - 1. Exposed concrete floors: Thoroughly sweep and wet mop floors in enclosed spaces. Contractor shall mop concrete floors and, at concrete floors in occupied spaces, apply floor finish as specified for resilient flooring. At unoccupied spaces, Contractor shall leave concrete floors broom clean.
 - 2. Ceramic tile flooring: Thoroughly sweep and mop tile flooring. Comply with specific requirements in tile and installation materials manufacturers for cleaning materials.
 - 3. Resilient flooring: Thoroughly sweep all resilient flooring. Contractor shall damp wash and wax (as appropriate) all resilient flooring. Comply with specific requirements in applicable resilient flooring Sections, and notes of the Drawings.
 - 4. Carpet cleaning: Use a HEPA filtered vacuum and comply with accepted industry practices for cleaning commercial carpet, subject to review and acceptance by University. Spot clean and generally clean carpet using only approved carpet cleaning solution, scrubbers and solution extraction-type vacuuming equipment.

- F. Ventilation System Cleaning: Replace filters and clean heating and ventilating equipment used for temporary heating, cooling and ventilation. See section 01 51 00 Temporary Utilities.

3.4 EXTERIOR CLEANING

- A. Building Exterior Cleaning: Clean exterior of adjacent facilities where construction activities have caused soiling and accumulation of dust and debris.
 - 1. Remove labels that are not permanent labels.
 - 2. Wash down exterior surfaces to remove dust.

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3. Clean exterior surfaces of mud and other soiling.
 4. Clean exterior side of windows, storefronts and curtainwalls, including window framing.
- B. Glass and Mirror Cleaning: Clean and polish all glass and mirrors. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
- C. Site Cleaning: Broom clean exterior paved surfaces. Rake clean other surfaces of the grounds.
1. Wash down and scrub where necessary all paving soiled as a result of construction activities. Thoroughly remove mortar droppings, paint splatters, stains and adhered soil.
 2. Remove from the site all construction waste, unused materials, excess soil and other debris resulting from the Work. Legally dispose of waste.

3.5 PEST CONTROL

- A. Pest Control: Contractor shall engage an experienced, licensed exterminator to inspect and rid the project area of insects, rodents and other pests immediately prior to Project Completion.
1. Exterminator shall prepare and submit report of inspection and extermination.
 2. Extermination materials shall comply with applicable pest control regulations and University policy and not leave any residue which may be harmful to humans or wildlife.

3.6 CLEANING INSPECTION

- A. Cleaning Inspection: Prior to Final Payment or acceptance by University for partial occupancy or beneficial use of the premises, Contractor and University's Representative shall jointly conduct an inspection of interior and exterior surfaces to verify that entire Work is acceptably clean.
- B. Inadequate Cleaning: Should final cleaning be inadequate, as determined by University's Representative, and Contractor fails to correct conditions, University may engage cleaning service under separate contract and deduct cost from Contract Sum.

END OF SECTION

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SECTION 01 74 19: WASTE MANAGEMENT AND RECYCLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- 1. Construction waste management and recycling requirements.

1.3 RELATED SECTIONS

- F. Section 01 35 00 – Environmental Protection
- G. Section 01 35 10 – Hazardous Materials Procedures
- H. Section 01 52 00 – Construction Area and Temporary Facilities
- I. Section 01 58 00 – Temporary Project Signage
- J. Section 01 74 00 – Cleaning Requirements

1.4 SUBMITTALS

- B. Waste Management and Recycling Plan: Develop and submit a Waste Management and Recycling Plan for the University's review and comment. Incorporate all corrections until a final Plan is approved.
 - a. Due within **21 Days** of the Notice to Proceed. Make any required modifications and file the final approved submittal for the project records. Post in a conspicuous location on the Project Site and maintain a copy in the Contractor's Field Office. Post approved signage in the relevant locations in the Construction Area.
 - b. During the course of construction, submit any proposed revisions for acceptance prior to implementing any changes.
 - c. Waste Management and Recycling Plan shall be in the form of a written document demonstrating compliance with the elements of the Contract General Conditions, this Section, and other related Sections and project requirements.
 - d. Coordinate the Waste Management and Recycling Plan with the Construction Area Plan submittal as per Section 01 52 00 Construction Area and Temporary Facilities.
- C. Construction Waste Records: Implement Waste Management and Recycling Plan and maintain and submit records to demonstrate compliance. Use form approved by the University.
 - a. Review drafts in-progress at each Construction Progress Meeting and prior to each Application for Payment.
 - b. Submit final Construction Waste Records prior to Project Completion.

1.5 GENERAL REQUIREMENTS

- A. Hazardous materials requirements are not included in this Section. Refer to Section 01 35 10 Hazardous Materials Procedures and the Contract General Conditions.

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- B. Develop and implement a Waste Management and Recycling Plan. Track all landfilled waste, salvaged, and recycled materials leaving the Construction Area. Record weights on approved form and submit with weight tickets/receipts. Maintain project site in sanitary and clean condition throughout the course of construction.

1.6 WASTE MANAGEMENT AND RECYCLING PLAN

- A. Waste Management and Recycling Plan requirements:
 - a. Develop and implement Construction Waste Management Plan that results in not less than 75% by weight of total demolition and construction waste generated by the Work. Note this is consistent with LEED Rating System and more restrictive than the General Conditions Section 4.3.g Integrated Waste Management.
 - b. Plan shall include, at a minimum:
 - i. List of types and estimated quantities of waste materials projected to be generated by the Work.
 - ii. Identification of how each material will be disposed of, either by landfill or transfer station, recycling facility, or salvage.
 - iii. List the names and locations of each of the above facilities.
 - iv. Hauling and transportation procedures.
 - v. Site diagram showing locations of materials collection and containers.
 - vi. Site signage plan and container labeling for informing all site workers of Construction Waste Management Plan.
 - vii. Waste Diversion Form for recording waste materials and recording weight tickets and landfill vs. recycling methods during the course of construction, to be updated and reviewed at each Construction Progress Meeting and prior to each Application for Payment.
 - viii. Worker waste management & recycling training program outline.

1.7 WASTE MANAGEMENT AND RECYCLING REQUIREMENTS

- A. Materials and equipment accruing from demolition of site elements, equipment, systems, buildings or structures or parts thereof, not identified to be retained by the University, shall be removed by the Contractor from the Project site and shall be disposed of by the Contractor at Contractor's expense, or shall be recycled or otherwise salvaged wherever possible.
- B. All disposal shall be in compliance with local, State and Federal laws. Once an item has been removed for disposal, salvage, or recycling, it becomes the responsibility of the Contractor.
- C. Garbage: Store garbage in covered containers, pick up daily and dispose of in a sanitary landfill.
- D. Grading Spoil and Landscape Debris: Dispose of vegetation, weeds, rubble, and other materials removed by the clearing, stripping and grubbing operations off site at a suitable disposal site in accordance with applicable Federal, State Codes, ordinances, statutes and regulations.
- E. Excavated Materials: Native soil complying with the requirements of may be used for backfill, fill and embankments where suitable for the given condition. Do not stock pile excess materials on site. Remove all excess soils from the site and dispose of legally.

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- F. Daily remove all debris such as spent air filters, oil cartridges, cans, bottles, combustibles and litter. Take care to prevent dust, trash, and papers from blowing in wind. Collect immediately.
- G. Washing of cementitious mixing vessels, paint supplies, or other containers where waste water may reach storm drains, natural water courses, or existing or proposed landscape areas shall not be permitted. Refer to Section 01 35 00 Environmental Protection.

1.8 CONSTRUCTION WASTE & RECYCLING SIGNAGE

- A. Develop and install temporary signage related to the Waste Management and Recycling Plan.
- B. Provide graphic design for all signage and comply with Section 01 58 00 – Temporary Project Signage.
- C. Provide not less than one general sign that includes summarized requirements of the Waste Management and Recycling Plan, as well as multiple individual signs of adequate size and clarity such that each collection bin and temporary storage area for such materials is readily identifiable to all personnel. Signage shall be specific in terms of what materials are acceptable or unacceptable for the designated bin or location.
- D. Maintain signage in a suitable condition and replace signage as bins are delivered and removed from the Construction Site.

1.9 WORKER TRAINING PROGRAM

- E. Train all personnel on the job specific conditions and general elements of the Waste Management and Recycling Plan. Employee training program to be developed and completed by the Contractor prior to starting work and for all new employees and subcontractors as they first enter the Construction Area.
 - a. Distribute copy of the Waste Management and Recycling Plan and review procedures and locations established for the collection of materials.
 - b. It is essential that all personnel follow all sorting requirements as the course of construction progresses, rather than attempting to sort materials after already heaped in mixed piles or bins.

1.10 CONSTRUCTION WASTE RECORDS

- A. Track and record the weight of all materials using an approved scale.
- B. Maintain copies of all related receipts for all materials disposed of by landfill or transfer station.
- C. Maintain copies of all related receipts for all materials recycled, or otherwise salvaged.
- D. Enter each receipt in the approved waste record form in a timely manner throughout the course of construction.
- E. Review the Construction Waste Records at each Construction Progress Meeting and prior to each Application for Payment.
- F. Not including excavated soils or land clearing debris, the total weight of all materials recycled and salvaged shall be equal to or greater than 75% of the total of all recycled, salvaged, and landfilled materials combined.
- G. Demonstrate final compliance by submitting Submit final Construction Waste Records prior to Project Completion.

PART 2 – PRODUCTS (Not Used)

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PART 3 – EXECUTION

- D. Implement the Waste Management and Recycling Plan and Construction Waste Records requirements as specified above.
- E. Notify University of any discrepancy or issue which may require specific attention.
- F. Contractor's failure to comply with the requirements of this section shall be considered a loss to the University and shall be compensated appropriately.

END OF SECTION

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SECTION 01 75 00: STARTING AND ADJUSTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Starting, testing, adjusting, and balancing systems.

1.3 RELATED SECTIONS

A. Section 01 31 00 - Project Coordination: For required coordination for system completeness.

B. Section 01 31 20 – Project Meetings: For general requirements for project meetings and for pre-installation conferences.

C. Section 01 45 00 - Quality Control: Manufacturers field reports.

D. Section 01 78 30 - Operation and Maintenance Manuals: System operation and maintenance data and extra materials.

E. Section 01 82 00 – Demonstration and Training: For training University staff on start-up procedures.

F. Other sections including those related to commissioning requirements.

1.4 STARTING SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems. Verify environmental conditions including degree of enclosure, temperature, humidity, and other factors are within the appropriate ranges for the system. Ensure the environment is clean and free of dust or other contaminants. Remove plastic covers or other protective elements only after all conditions are satisfactory.

B. Notify University and Commissioning agent, as applicable, in writing at least seven calendar days prior to start-up of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

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- F. Execute start-up under supervision of applicable manufacturer's representative and/or Contractor's personnel in accordance with manufacturer's instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written Report in accordance with Section 01 33 00 - Submittals Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 TESTING, ADJUSTING, AND BALANCING

- A. Testing Agency: Appoint, employ, and pay for services of an independent firm to perform testing, adjusting and balancing.
- B. Reports will be submitted by the independent firm to University indicating observations and results of tests and indicating compliance with the requirements of the Contract Documents.
- C. University reserves the right to hire its own independent testing and balancing company to check the work and the report submitted by the Contractor's testing and balancing firm.
- D. Implement the required Demonstration and Training of University staff in accordance with Section 01 82 00.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 77 00: CONTRACT CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Contract closeout procedures, including Contract Closeout meetings, correction ("punch") lists, submittals and final payment procedures.

1.3 RELATED SECTIONS

- A. Section 01 33 00 - Submittals Procedures: General requirements for submittals.
- B. Section 01 74 00 - Cleaning Requirements: Final cleaning as part of Contract closeout.
- C. Section 01 78 50 - Warranties and Bonds: To be submitted as part of Contract closeout.
- D. Section 01 78 90 – Project Record Documents: Project record drawings and specifications to be submitted as part of Contract closeout.
- E. All other Sections as applicable.

1.4 SUBMITTALS

- A. Punch List
- B. Final Completion Submittals:
 - 1. Agency Document Submittals;
 - 2. Final Specifications Submittals;
 - 3. Certificates of Compliance and Test Report Submittals;
 - 4. Subcontractors List;
 - 5. Warranty Documents.
- C. Final Application for Payment.

1.5 FINAL COMPLETION ACTIONS

- A. Contractor Responsibility: Contractor shall be solely responsible for the timely completion of all required Contract closeout items except for filing of Notice of Completion by the University.
- B. Warranties, Bonds and Certificates: Contractor shall submit specific warranties, guarantees, workmanship bonds, maintenance agreements, final certifications and similar documents.
- C. Locks and Keys: Contractor shall change temporary lock cylinders over to permanent keying and transmit keys to University, unless otherwise directed or specified.

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- D. Tests and Instructions: Contractor shall complete start-up testing of systems, operations and maintenance manuals, and instruction of the University's personnel. Contractor shall remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements. All such elements and other similar requirements are included in more detail in other Sections.

1.6 CONTRACT COMPLETION REVIEW

- A. Contractor's Notification for Contract Completion Preliminary Review Meeting: When the Contractor determines that the Work is nearly complete in accordance with Contract Documents, the Contractor shall submit to University written certification that the Contract Documents have been reviewed, the Work has been inspected by the Contractor and by authorities having jurisdiction, and the facility is ready for the Contract Completion review.
- B. Contract Completion Preliminary Review Meeting: University's Representative and, as authorized by the University, Architect and Architect's and University' representatives and consultants, as appropriate, will attend a meeting at the Project site to review Contract closeout procedures and to review the items to be completed and corrected Punch List to make the Work ready for acceptance by the University. This meeting shall be scheduled four weeks prior to scheduled completion date.
- C. Punch List Submittal: Contractor shall prepare, subsequent to the Contract Completion Preliminary Review Meeting, a typewritten, comprehensive list of items to be completed and corrected (Punch List) to make the Work ready for acceptance by the University. It is understood that a punch list is in the constant state of change, but this is an official snapshot in time for this formal Punch List Submittal.
1. The Punch List shall include all items to be completed or corrected prior to the Contractor's application for final payment. The University or inspector(s) may add items to the Contractor's Punch List, but it is the Contractor's responsibility to maintain the full and complete list including items known to be deficient even if not specifically noted by the University.
 2. The Punch List shall identify items in a sequential order and include the room number and name in addition to a description of the issue.
 3. All separate lists shall be compiled by the Contractor into the all-inclusive master Punch List.
 4. Items to be considered shall include but not be limited to the following (as applicable):
 - a. Corrections to construction.
 - b. Operation and maintenance data (manuals).
 - c. HVAC testing and balancing reports.
 - d. Spare parts and extra materials.
 - e. Keys, permanent keying and lock cylinders.
 - f. Warranties and guaranties.
 - g. Project record Drawings and Specifications.
 - h. Project record construction schedule.
 - i. State Fire Marshal Inspection.
 - j. Elevator Inspection.
 - k. Other regulatory inspections.
 - l. Removal of construction facilities and temporary controls.
 - m. Final cleaning and pest control.
 - n. Landscape maintenance.
 - o. Commissioning/equipment startup.
 - p. Demonstration and training.

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- q. Acceptance.
 - r. Notice of Completion, filing by University.
 - s. Final application for payment.
 - t. Occupancy by University.
 - u. Other closeout items specified.
- D. **Contract Completion Meeting:** On a date mutually agreed by University and Contractor, a meeting shall be conducted at the Project site to determine whether the Work is satisfactory and has achieved Contract Completion.
- 1. Contractor shall provide a minimum seven calendar days written notice to the University's Representative for requested date of Contract Completion meeting. Show on the Construction Progress Schedule.
 - 2. Architect and the Architect's consultants may attend the Contract Completion meeting.
 - 3. In addition to conducting a walk-through of the facility and reviewing the Punch List, the purpose of the meeting shall include submission of warranties, guarantees and bonds to University, submission of final operation and maintenance manuals, provision of specified extra materials to University, and submission of other Contract closeout documents and materials as required and if not already submitted.
 - 4. Architect and Architect's consultants, as appropriate, may conduct a walk-through of the facility with the University's Representative and Contractor to review the completion of the Punch List.
 - 5. Architect and University may update the Punch List and record additional items as may identified during the walk-through, including notations of corrective actions to be taken.
 - 6. Contractor shall update the Punch List and submit it within five calendar days to the University.
- E. **Uncorrected Work:** Refer to requirements specified in Section 01 45 00 - Quality Control regarding Contract adjustments for non-conforming Work.
- F. **Clearing and Cleaning:** Prior to the Contract Completion review, Contractor shall conduct a thorough cleaning and clearing of the Project area, including removal of construction facilities and temporary controls. Refer to Section 01 74 00 - Cleaning Requirements.
- G. **Inspection and Testing:** Prior to the Contract Completion review, Contractor shall complete inspection and testing required for the Work, including securing of approvals by authorities having jurisdiction.
- 1. Complete all inspections, tests, balancing, sterilization and cleaning of plumbing and HVAC systems, electrical power and signal systems, and conveying (elevator) systems.
- H. **Notice of Completion:** University will record the Notice of Completion with County Recorder, when the Project is complete in all respects.
- 1.7 FINAL COMPLETION SUBMITTALS**
- A. **Final Completion Submittals:** Prior to application for Final Payment, Contractor shall submit the following:
- B. **Agency Document Submittals:** Contractor shall submit to University all documents required by authorities having jurisdiction, including serving utilities and other agencies. Contractor shall submit original versions of all permit cards, with final sign-off by inspectors. Submit all certifications of inspections and tests.

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- C. Final Specifications Submittals: Contractor shall submit to University all documents and products required by Specifications to be submitted, including the following:
1. Project record drawings and specifications.
 2. Operating and maintenance data.
 3. Guarantees, warranties and bonds.
 4. Keys and keying schedule.
 5. Spare parts and extra stock.
 6. Test reports and certificates of compliance.
- D. Certificates of Compliance and Test Report Submittals: Contractor shall submit to University's Representative certificates and reports as specified and as required by authorities having jurisdiction, including but not limited to the following, as applicable:
1. Sterilization of water systems.
 2. Sanitary sewer system tests.
 3. Gas system tests.
 4. Lighting, power and signal system tests.
 5. Ventilation equipment and air balance tests.
 6. Fire sprinkler system tests.
 7. Roofing inspections and tests.
- E. Subcontractors List: Contractor shall submit final Subcontractor and Materials Supplier List.
- F. Warranty Documents: Contractor shall prepare and submit to University all warranties and bonds as specified in Section 01 78 50 - Product Warranties and Bonds.

1.8 FINAL PAYMENT

- A. Final Payment: After completion of all items listed for completion and correction and after submission of all documents and products and after final cleaning, Contractor shall submit final Application for Payment, identifying total adjusted Contract Sum, previous payments and sum remaining due. Payment will not be made until the following are accomplished, as well as all other conditions of the Contract:
1. All Project Record Documents have been received and accepted by the University.
 2. All extra materials and stock items have been transferred to and accepted by University.
 3. All warranty documents and operation, maintenance data, service agreements, maintenance contracts and salvage materials have been received and accepted by University.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 78 30: OPERATION AND MAINTENANCE MANUALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Format and content, and submission requirements for operation and maintenance manuals.

1.3 RELATED SECTIONS

- A. Section 01 45 00 - Quality Control: Manufacturer's instructions; test and balance reports.
- B. Section 01 77 00 - Contract Closeout Procedures: Contract closeout procedures.
- C. Section 01 78 50 - Product Warranties and Bonds: Requirements for warranties and bonds.
- D. Section 01 78 90 - Project Record Documents: Submission of Project record documents.
- E. Section 01 82 00 – Demonstration and Training: Coordinate manuals for training sessions.

1.4 QUALITY ASSURANCE

A. Ensure that data is accurate and in conformance with the manufacturer's recommendations and applicable regulations for the types of products, systems, and equipment.

1.5 SUBMITTALS

- A. Operation and Maintenance Manuals: Contractor shall develop and submit Operation and Maintenance Manuals for all products, assembly of products, materials, systems, and equipment used in the Project.
- A. Submittal Due: Schedule submission of Manuals to allow sufficient time for receipt, review and acceptance of instruction program by the Architect and University plus a minimum of two additional weeks prior to proposed date of first Demonstration and Training session. Show the proposed submittal dates in the Submittals Schedule, and coordinate with the Construction Schedule.
- B. Submittal shall follow the general requirements in accordance with Section 01 33 00 Submittal Procedures as well as the specific requirements included in this Section.

1.6 FORMAT AND CONTENT OF OPERATION AND MAINTENANCE MANUALS

- A. Format for Operation and Maintenance Manual Submittal: Organize operation and maintenance data as PDFs with file names to match the Section number and title for digital submission. Include the Table of Contents file and transmittal sheet. Also submit two matching hard-copies of the Operation and Maintenance Manuals submittal in three-ring binders and organize the contents of each binder following the organization of the Contract Specifications.
- B. Operation and Maintenance Manual Organization:

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1. Organize the PDF files and contents of individual binders in sequence according to the Section numbers and titles as listed in the Table of Contents of this Project Manual. Number the binders consecutively; coordinate with Paragraph below titled "Tables of Contents."
 2. Organize each distinct product and system shall be in a single PDF with the file name matching the relevant Section number and name identifying the product or system. In the printed manuals, each of these sections shall be separated in the three-ring binders by dividers with typed inserts or sticker labels on tabs identifying the product or system.
 3. If the products of more than one Specification Section are included in the binder, provide separate, heavy cover stock dividers to separate information for each Section.
- C. Binders: Use 8-1/2 x 11 inch, standard three-ring binders with heavy duty vinyl covers with hard cardboard backing, black color, with provision on binder spine for inserting identification card; Maximum binder ring size shall be three inches. Use multiple binders as necessary to avoid overfilling. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Contractor shall identify each binder with printed card inserted on binder spine, stating OPERATION AND MAINTENANCE MANUAL, the Project name and the general subject matter of the contents of the binder.
- E. Title Page: In each binder include a title page with the following:
1. Name of the Project.
 2. Names, addresses and telephone numbers of the Architect and Engineers of record
 3. Name, address and telephone numbers of Contractor, including names of contact persons.
- F. Table of Contents: In each binder include a listing of the contents of the volume. In a separate, first binder, Contractor shall provide a master Table of Contents of operation and maintenance data, identifying the product and systems, the applicable Specification Section number and title, and the operation and maintenance data binder number.
- G. Schedule of Products and Systems: In the first volume of the set of operation and maintenance data, include a schedule of products and systems, indexed to the Table of Contents of the binder and cross-referenced to the Contract Drawings and Specifications.
- H. Operation and Maintenance Data: In each tabbed division of operation and maintenance data for each product or system, provide the following:
1. On a cover page for each tabbed division, provide the following:
 - a. Identify by name, address and telephone number, the manufacturer, supplier and installer. Include names of contact persons, if known.
 - b. Identify by name, address and telephone number, local sources of supplies, replacement parts and factory-authorized service.
 2. Within each tabbed division, include complete operation and maintenance data as published by the product manufacturer where feasible. Otherwise, present all data neatly typewritten on 20 pound, correspondence quality bond paper. Contractor shall strike-through information on printed literature where not applicable and circle information that is applicable and critical.
 3. Contractor shall supplement the manufacturer's printed data with neatly typewritten text and professionally drafted diagrams as necessary to suit the particular installation for the Project and to fully explain operation and maintenance procedures.

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- I. Drawings: Contractor shall supplement operation and maintenance data to illustrate configurations and relationships of component parts of equipment and systems, and to show control and flow diagrams, as applicable to the actual installation conditions for this particular Project.
- J. Warranty and Guaranty: Include copy of each warranty, and any guaranty, bond and service contract issued. Provide information sheet identifying:
 - 1. Proper procedures in event of failure.
 - 2. Instances that might affect validity of warranties or bonds.
- K. Material Safety Data Sheet (MSDS): For products requiring MSDS, according to CCR Title 8 and the University policy, Contractor shall include copy of each applicable Material Safety Data Sheet (MSDS) for products delivered to the site and incorporated into the completed construction.

1.7 MANUAL REQUIREMENTS FOR MATERIALS AND FINISHES

- A. Manual requirements for Building Products, Applied Materials and Finishes: Include product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Data for Moisture Protection and Weather-Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual product Specification Sections.

1.8 MANUAL REQUIREMENTS FOR EQUIPMENT AND OPERATING SYSTEMS

- A. Manual requirements for Equipment and Operating Systems:
 - 1. Include manufacturer's printed operation and maintenance instructions.
 - 2. Identify function, normal operating characteristics and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Include sequence of operation by controls manufacturer, as applicable.
 - 5. Provide diagrams by controls manufacturer for control systems, as applicable and as installed.
- B. Piping Data: Provide Contractor's coordination drawings, with piping diagrams as installed. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams. Color code diagrams as necessary for clarity.
- C. Reports: Include test and balancing reports per individual product Specification Sections.
- D. Panelboard Circuit Directories: Electrical service characteristics, controls and communications.
- E. Wiring Diagrams: Include diagrams of wiring as installed, with color coding as necessary for clarity.
- F. Operating Procedures:
 - 1. Start-up, break-in, and routine normal operating instructions and sequences.

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2. Regulation, control, stopping, shut-down, and emergency instructions.
 3. Summer and winter operating instructions.
 4. Special operating instructions.
- G. Maintenance Requirements:
1. Routine maintenance procedures and guide for trouble-shooting.
 2. Disassembly, repair, and reassembly instructions.
 3. Alignment, adjusting, balancing, and checking instructions.
- H. Servicing and Lubrication: Provide servicing and lubrication schedule, and list of lubricant products.
- I. Parts Data: Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams as necessary for service and maintenance.
1. Include complete nomenclature and catalog numbers for consumable and replacement parts.
 2. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in stock by the University.
- J. Software: Provide all programming codes, access codes and other data necessary for operation, maintenance, future functioning and modifications of microprocessor-controlled products, independent of Original Equipment Manufacturer (OEM).
- K. Additional Requirements: As specified in individual product Specification Sections.

1.9 MANUAL REQUIREMENTS FOR ELECTRIC AND ELECTRONIC SYSTEMS

- A. Manual requirements for Electrical and Electronic Systems: Provide description of each system and component parts, including:
1. Function, normal operating characteristics and limiting conditions.
 2. Performance curves, engineering data and tests.
 3. Complete nomenclature and commercial number of replaceable parts.
- B. Circuit Directories of Panel Boards: Electrical service, Controls, and Communications.
- C. Wiring Diagrams: As-installed, color-coded wiring diagrams.
- D. Operating procedures:
1. Routine and normal operating instructions.
 2. Sequences required.
 3. Special operating instructions.
- E. Maintenance procedures:
1. Routine operations.
 2. Guide to "trouble-shooting."
 3. Disassembly, repair and reassembly.
 4. Adjustment and checking.
- F. Provide Manufacturer's printed operating and maintenance instructions.

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- G. Provide list of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- H. Contractor shall prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
- I. Additional requirements for operating and maintenance data: Respective sections of specifications.

1.10 INSTRUCTION OF UNIVERSITY'S PERSONNEL

- A. Coordinate with requirements specified in Section 01 82 00 - Demonstration and Training.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 78 50: WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. General administrative and procedural requirements for preparation and submission of warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special Project warranties.
 - 1. Refer to the Contract General Conditions for terms of Contractor's special warranty of workmanship and materials.
 - 2. Certifications and other commitments and agreements for continuing services to University are specified elsewhere in the Contract Documents.

1.3 RELATED DOCUMENTS AND SECTIONS

- A. Section 01 33 00 - Submittals Procedures: General administrative requirements for submittals, applicable to warranties and bonds.
- B. Section 01 77 00 - Contract Closeout Procedures: General requirements for closeout of the Contract.
- C. Section 01 78 30 - Operation and Maintenance Data: Operating and maintenance data binders, to include copies of warranties and bonds.
- D. Special Project warranty requirements for specific products or elements of the Work; commitments and agreements for continuing services to University.

1.4 DEFINITIONS

- A. Warranty: Assurance to University by Contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system service of the Work, in whole or in part, for the duration of the specified period of time. The University's standard warranty form shall be used for all warranties under this Contract unless otherwise agreed to in writing by the University Representative.
- B. Guaranty: Assurance to University by Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.
- C. Standard Product Warranty: Preprinted, written warranty published by product manufacturer for particular products and specifically endorsed by the manufacturer to the University.
- D. Special Project Warranty: Written warranty required by or incorporated into Contract Documents, to extend time limits provided by standard warranty or to provide greater rights for University.
- E. Guaranty Period: As defined in the Contract General Conditions, guaranty period shall be synonymous with "warranty period", "correction period" and similar terms used in the Contract

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Specifications. Warranty period shall be one year from the date of Project Completion unless otherwise agreed to in writing by the University Representative.

1.5 WARRANTIES AND GUARANTIES

- A. Warranties and Guaranties, General: Contractor shall provide all warranties and guaranties with University named as beneficiary. For equipment and products, or components thereof, bearing a manufacturer's warranty or guaranty that extends for a period of time beyond the Contractor's warranty and guaranty, Contractor shall so state in the warranty or guaranty. See Contract General Conditions article 8.05 for additional requirements.
- B. Provisions for Special Warranties: Refer to Contract General Conditions for terms of the Contractor's special warranty of workmanship and materials.
- C. General Warranty and Guaranty Requirements: Warranty shall be an agreement to repair or replace, without cost and undue hardship to University, Work performed under the Contract which is found to be defective during the guaranty period (warranty or guaranty) period. Repairs and replacements due to improper maintenance or operation, or due to normal wear, usage and weathering are excluded from warranty requirements unless otherwise specified.
- D. Specific Warranty and Guaranty Requirements: Specific requirements are included in product Specifications Sections of all Divisions including content and limitations.
- E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties and guaranties shall not relieve Contractor of responsibility for warranty and guaranty requirements for the Work that incorporates such products, nor shall they relieve suppliers, manufacturers, and installers required to countersign special warranties with Contractor.
- F. Related Damages and Losses: When correcting warranted Work that has been found defective, Contractor shall remove and replace other Work that has been damaged as a result of such defect or that must be removed and replaced to provide access for correction of warranted Work.
- G. Reinstatement of Warranty: When Work covered by a warranty has been found defective and has been corrected by replacement or rebuilding, Contractor shall reinstate the warranty by written endorsement.
- H. Replacement Cost: Upon determination that Work covered by a warranty has been found to be defective, Contractor shall replace or reconstruct the Work to a condition acceptable to University's Representative, complying with applicable requirements of the Contract Documents. Contractor shall be responsible for all costs for replacing or reconstructing defective Work regardless of whether University has benefited from use of the Work through a portion of its anticipated useful service life.
- I. University's Recourse: Written warranties made to University shall be in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under law, nor shall warranty periods be interpreted as limitations on time in which University can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: University reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- J. Warranty as Condition of Acceptance: University reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment shall be required on such Work

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or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.6 PREPARATION OF WARRANTY AND BOND SUBMITTALS

- A. Project Warranty and Guaranty Forms: Forms for Project warranties and guaranties may included in the Contract Documents, or will be provided directly by the University. Contractor shall submit the warranty package submittal to the University, with a copy to the University Representative, for review and approval. Contractor shall:
1. Refer to product Specifications Sections of all Divisions for specific content requirements, and particular requirements for submittal of special warranties.
 2. Prepare standard warranties and guaranties, excepting manufacturers' standard printed warranties and guaranties, on Contractor's, subcontractor's, material supplier's, or manufacturer's own letterhead, addressed to University.
 3. Warranty and guaranty letters shall be signed by all responsible parties and by Contractor in every case, with modifications only as approved in advance by University's Representative to suit the conditions pertaining to the warranty or guaranty.
- B. Manufacturer's Guaranty Form: Manufacturer's guaranty form may be used instead of special Project form included in the Contract Documents, if agreed to in writing by the University's Representative. Manufacturer's guaranty form shall contain appropriate terms and identification, ready for execution by the required parties.
1. If proposed terms and conditions restrict guaranty coverage or require actions by University beyond those specified, Contractor shall submit draft of guaranty to the University and the University's Representative for review and approval before performance of the Work.
 2. In other cases, Contractor shall submit draft of guaranty to the University for approval prior to final execution of guaranty.
- C. Signatures: Signatures shall be by person authorized to sign warranties, guaranties and bonds on behalf of entity providing such warranty, guaranty or bond.
- D. Co-Signature: All installer's warranties and bonds shall be co-signed by Contractor. Manufacturer's guaranties will not require co-signature.

1.7 FORM OF WARRANTY AND BOND SUBMITTALS

- A. Form of Warranty and Bond Submittals: Prior to completion, Contractor shall collect and assemble all written warranties and guaranties into electronic PDF files and one printed original hard-copy binder set and submit to the University for review and acceptance.
1. Prior to submission, verify documents are in proper form, contain all required information, and are properly signed by Contractor, subcontractor, supplier and manufacturer, as applicable.
 2. Organize warranty and guaranty documents into an orderly sequence based on the Table of Contents of the Project Manual.
 3. Include Table of Contents for both electronic PDF and printed binder copy, neatly typed, following order and section numbers and titles as used in the Project Manual.
 4. Bind warranties, guaranties and bonds in heavy-duty, commercial quality, durable three-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, with clear front and spine to receive inserts, and sized to receive 8-1/2 inch by 11-inch paper.
 5. Provide heavy paper dividers with celluloid or plastic covered tabs for each separate warranty. Mark tabs to identify products or installation, and section number and title.

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6. Include on separate typed sheet, if information is not contained in warranty or guaranty form, a description of the product or installation, and the name, address, telephone number and responsible person for applicable installer, supplier and manufacturer.
7. Identify each binder on front and spine with typed or printed inserts with title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor. If more than one volume of warranties, guaranties and bonds is produced, identify volume number on binder.
8. When operating and maintenance data manuals are required for warranted construction, include additional copies of each required warranty and guaranty in each required manual. Coordinate with requirements in Section 01 78 30 - Operation and Maintenance Manuals.

1.8 TIME OF WARRANTY AND BOND SUBMITTALS

- A. Submission of Preliminary Copies: Unless otherwise specified, Contractor shall obtain preliminary copies of warranties, guaranties and bonds within ten days of completion of applicable Work.
- B. Submission of Final Copies: Contractor shall submit fully executed copies of warranties, guaranties and bonds prior to Notice of Completion.
- C. Date of Warranties and Bonds: Unless otherwise directed or specified, commencement date of warranty, guaranty and bond periods shall be the date established in the Notice of Completion.
 1. Warranties for Work accepted in advance of date stated in Notice of Completion: When a designated system, equipment, component parts or other portion of the Work is completed and occupied or put to beneficial use by University's Representative, by separate written agreement with Contractor, prior to completion date established in the Notice of Completion, Contractor shall submit properly executed warranties to University, as directed by University's Representative, within ten days of completion of that designated portion of the Work. Contractor shall list date of commencement of warranty, guaranty or bond period as the date established in the Notice of Completion.
- D. Duration of Warranties and Guaranties: Unless otherwise specified or prescribed by law, warranty and guaranty periods shall be not less than the guaranty period required by the Contract General Conditions, but in no case less than one year from the date established for completion of the Project in the Notice of Completion. See product Specifications Sections in all Divisions of the Project Manual for extended warranty and guaranty beyond the minimum one-year duration.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 78 90: PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Requirements for Project Record Documents to be submitted for Contract closeout.

1.3 RELATED SECTIONS

A. Section 01 33 00 - Submittals Procedures: General requirements for submission for shop drawings, product data, samples and quality control reports.

1.4 SUBMITTALS

- A. Project Record Documents: Submit hard-copy and electronically scanned PDF complete set of all Project Record Documents including: Record Drawings, Record Specifications, Record Product Data, and other record documents.
1. Due:
 - a. Review drafts in-progress at each Construction Progress Meeting.
 - b. Submit final Record Documents prior to Project Completion.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain and protect Record Documents from deterioration and loss in a secure, fire-resistive location; provide access for University and the Architect's reference during normal working hours. Store Record Documents separately from documents used for construction.
- B. Record Drawings: Contractor shall record information continuously as Work progresses. In addition to the requirements for inspections and approvals, Contractor shall not conceal Work until all required information is recorded.
1. Maintain a clean, undamaged set of Contract Drawings, Shop Drawings, and Coordination Drawings. Mark the set to show the actual installation (aka "as-built") where the installation varies from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately, and mark other drawings to provide complete record. This record may be maintained either in hard-copy format using erasable red-colored pencil, or in electronic format as PDF file mark-ups using Adobe Acrobat Pro. If maintained in hard-copy, it will be required to be scanned for final submittal.
 2. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 3. Mark new information that is important to the University, but was not shown on Contract Drawings or Shop Drawings. Record actual construction, including:

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- a. Measured depths of foundations and footings encountered or constructed, measured in relation to finish First Floor datum or approved survey benchmark.
 - b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent ground improvements.
 - c. Field changes of dimension and detail.
 - d. Details not on original Contract Drawings. Application of copies of details produced and provided by Architect during construction will be accepted.
 - e. Permanent Room names and Room numbers where different than the original drawings.
4. Note/tag Change Order & RFI numbers where related to the applicable areas of the drawings.
 5. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
 6. Verify Record Drawings are being adequately maintained throughout the course of construction. Note this is an agenda item for each Construction Progress Meeting per Section 01 31 20 Project Meetings.
- C. Record Specifications: Contractor shall record changes made by Addenda, Change Orders, as well as responses to Submittals, Substitution Requests, and RFI's as applicable to each Specification Section contained in this Project Manual. This record may be maintained either in hard-copy format using erasable red-colored pencil, or in electronic format as PDF file mark-ups using Adobe Acrobat Pro. If maintained in hard-copy, it will be required to be scanned for final submittal.
1. Manufacturer's name and product model or catalog number.
 2. Product substitutions or alternates utilized.
 3. Verify Record Specifications are being adequately maintained throughout the course of construction. Note this is an agenda item for each Construction Progress Meeting per Section 01 31 20 Project Meetings.
- D. Record Product Data: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in the approved Product Data submittal. This record may be maintained either in hard-copy format using erasable red-colored pencil, or in electronic format as PDF file mark-ups using Adobe Acrobat Pro. If maintained in hard-copy, it will be required to be scanned for final submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Verify Record Product Data are being adequately maintained throughout the course of construction. Note this is an agenda item for each Construction Progress Meeting per Section 01 31 20 Project Meetings.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

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SECTION 01 82 00: DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Administrative and procedural requirements for instructing University's personnel, including demonstration and training of operation and maintenance of all systems, subsystems and equipment installed under the Contract.

1.3 RELATED SECTIONS

A. Section 01 78 30 - Operation and Maintenance Manuals: Operating and maintenance instructions to be used during training and demonstration.

1.4 SUBMITTALS

A. Demonstration and Training Program:

1. Contractor shall develop and submit Demonstration and Training Program, beginning with a summarized schedule of proposed dates, times, length of instruction time, and instructor's names for each training module. Follow with an outline format of the instructional program, including learning objectives and content described below.
2. Submittal Due: Schedule submission of Program to allow sufficient time for receipt, review and acceptance of instruction program by the Architect and University plus a minimum of two additional weeks prior to proposed date of first training session. Show the proposed submittal dates in the Submittals Schedule, and coordinate with the Construction Schedule. The Demonstration and Training modules are encouraged to be scheduled as early as practical after the related Work is tested, adjusted, complete, and fully operational in order to not cause delay in the progress of the Work or the closeout of the Project.
3. Demonstration and Training Program submittal shall follow the general requirements in accordance with Section 01 33 00 Submittal Procedures.

B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Contractor shall include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information.

C. Attendance Record: For each training module, submit list of participants and length of instruction.

D. Demonstration and Training Video Record: Submit electronic file of video of each training session.

1.5 QUALITY ASSURANCE

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- A. Instructor Qualifications: Contractor shall engage qualified instructors to instruct University's personnel how to adjust, operate, and maintain systems, subsystems, and equipment. Instructors shall be authorized service representatives, complying with Section 01 45 00 - Quality Control.
- B. Pre-Instruction Conferences: During pre-installation conferences as specified in Section 01 31 00 – Project Coordination, review methods and procedures related to demonstration and training.

1.6 COORDINATION

- A. Coordination of Instruction Schedule: Coordinate instruction schedule with University's operations. Contractor shall adjust schedule as required to minimize disrupting University's operations.
- B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manual in accordance with Section 01 78 30 - Operation and Maintenance Manuals.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Contractor shall develop an instruction program that includes individual training sessions for each system and operating products as part of the Project. Include instruction on operational interfaces between systems.
- B. Schedule of Training Sessions: Contractor shall arrange to have training conducted with no more than four hours of training scheduled for any one day. Concurrent classes will not be acceptable.
- C. Training Sessions, General: Contractor shall develop a learning objective and teaching outline for each session. Contractor shall include a description of specific skills and knowledge that participant is expected to master. Training sessions shall progress logically. Each training session shall be comprised of time spent both in a classroom type environment and at specific location of subject equipment or system as appropriate. As a minimum, Contractor shall ensure that each training session covers the following subjects for each item of equipment and system:
 - 1. Familiarization:
 - a. Review catalog, parts lists, drawings, etc., which have been previously provided for the plant files and operation and maintenance manuals.
 - b. Check out the installation of the specific equipment items.
 - c. Demonstrate the unit and indicate how all parts of the specifications are met.
 - 2. Safety:
 - a. Using material previously provided, review safety references.
 - b. Discuss proper precautions around equipment.
 - 3. Operation:
 - a. Using material previously provided, review reference literature.
 - b. Explain all modes of operation (including emergency).
 - c. Check out University's personnel on proper use of the equipment.
 - 4. Preventive Maintenance:

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CCAT Mini Split Heat Pump

- a. Using material previously provided, review preventive maintenance (PM) lists including:
 - 1) Reference material.
 - 2) Daily, weekly, monthly, quarterly, semiannual, and annual jobs.
 - b. Demonstrate how to perform Preventive Maintenance tasks.
 - c. Demonstrate to University's personnel what to look for as indicators of deficiencies.
5. Corrective Maintenance:
- a. List possible problems and discuss repairs.
 - b. Open up equipment and demonstrate procedures, where practical.
6. Parts:
- a. Show how to use previously provided parts list and order parts.
 - b. Check over spare parts and recommendations for additional parts that should be stocked.
7. Local Representatives:
- a. Where to order parts: Name, address, and telephone of at least one source.
 - b. Service problems:
 - 1) At least one service provider for service, including name, address, and telephone.
 - 2) Who to contact for emergency service, where different than general service issues.
8. Operation and Maintenance Manuals:
- a. Review any other material submitted.
 - b. Update material, as required.
- D. Classroom Training for Operations Personnel:
1. Using projected drawings and photographs, describe and discuss equipment locations in plant and present operational overview of systems. Discuss operating and maintenance manuals.
 2. Describe purpose and plant function of equipment and systems.
 3. Describe operating theory of equipment.
 4. Describe start-up, shutdown, normal operation and emergency operating procedures, including discussion of system integration and electrical interlocks, if any.
 5. Identify and discuss safety items and procedures.
 6. Describe routine preventive maintenance, including specific details on lubrication and maintenance of corrosion protection of the equipment and ancillary components.
 7. Describe operator detection, without test instruments, of specific equipment trouble symptoms.
 8. Describe required equipment performance test procedures and intervals.
 9. Describe routine disassembly and assembly of equipment if applicable (as determined by University on case-by-case basis) for purposes such as operator inspection of equipment.
- E. Classroom Training for Maintenance and Repair Personnel:
1. Theory of operation.
 2. Description and function of equipment.
 3. Start-up and shutdown procedures.
 4. Normal and major repair procedures.
 5. Equipment inspection and troubleshooting procedures including the use of applicable test instruments and the "pass" and "no pass" test instrument readings.
 6. Routine and long-term calibration procedures.
 7. Safety procedures.

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8. Preventive maintenance such as lubrication; normal maintenance such as belt, seal, and bearing replacement; and up to major repairs such as replacement of major equipment part(s) with the use of special tools, bridge cranes, welding jigs, etc.
- F. Field Training for Operations Personnel:
1. Identify locations of equipment components and controls.
 2. Review of component functions and theory of operation.
 3. Identifying piping and flow options.
 4. Identifying valves and explain their functions at various settings.
 5. Identifying instrumentation purpose, operation, and information interpretation.
 6. Discuss, demonstrate, and perform standard operating procedures and round checks, including system start-up and shutdown procedures.
 7. Review and perform safety procedures.
 8. Perform the required equipment exercise procedures.
 9. Discuss and perform preventive maintenance activities.
 10. Identify and review safety items and perform safety procedures, if feasible.
- G. Field Training for Maintenance and Repair Personnel: In addition to field training specified above for operations personnel, include the following:
1. Describe normal repair procedures.
 2. Perform routine disassembly and assembly of equipment, for inspections and tests.
 3. Perform routine maintenance and repair tasks, including mechanical and electrical operations for troubleshooting, adjustments and calibration.
- H. Presentation Media:
1. Presentations shall utilize computer-generated, projected graphics utilizing Microsoft PowerPoint or similar software. Graphics shall include text and images.
 2. Each session shall include mock-ups, samples and other visual aids as appropriate.
 3. Each session shall include printed handouts and notes for each participant.
 4. Submit electronic copy of all presentation media in their original native software format as well as in PDF file type for the project records.
- I. Video Record: Each training session shall be recorded in a digital video/audio format.

PART 3 - EXECUTION

3.1 INSTRUCTION

- A. Preparation:
1. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
 2. Set up instructional equipment at instruction location.
- B. Training Sessions: Conduct classroom and field training sessions presenting content specified in Article 2.1, titled "Instruction Program," above. Handing out the Operations and Maintenance manual and soliciting questions from the trainees does not constitute training.
- D. Demonstration and Training Video: Contractor shall provide recording of training sessions. Digital video material shall be to provide a permanent record for use by University.

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1. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 2. At the beginning of each video, record the printed title sheet summary of the training module, including the learning objective and lesson outline.
- C. Cleanup:
1. Collect used and leftover educational materials and deliver to University as requested.
 2. Remove instructional equipment.
 3. Restore systems and equipment to regular operating condition.

END OF SECTION

Sample Forms

Form Name	Form Number
List of Proposed Subcontractors	701.04
Certification (Bid)	702.03
Bidders Bond.....	702.09A
Noncollusion Declaration.....	701.05
Certification of Appropriate License and California Company	701.08
Bid Proposal Form Signature Page	701.06
Small Business Preference and Certification Request	701.09
DVBE Participation Forms	Various
List of Subcontractors – Additional Information	701.04A
Sample Agreement	J702.01
Sample Payment Bond	J702.09
Sample Performance Bond.....	J702.15
Sample Payee Data Record	STD. 204
Sample Prime Contractor’s DVBE Subcontracting Report & Instructions.....	810P

End of List

Forms Due at Time and Date of Bid Opening:

List of Proposed Subcontractors
Certification (Bid)
Bidders Bond
Noncollusion Declaration
Certification of Appropriate License and California Company
Bid Proposal Form Signature Page
Bid Proposal Form (Exhibit B)
Small Business Preference and Certification Request (if applicable)

Forms Due Within 24 Hours After Bid Opening

DVBE Participation Forms
List of Subcontractors – Additional Information

Forms Due Within 60 Days After Receipt of Final Payment

Prime Contractor’s DVBE Subcontracting Report

LIST OF PROPOSED SUBCONTRACTORS

(to be submitted with bid)

Information/Instructions:

Pursuant to the provisions of Public Contract Code section 4100 *et seq.*, Bidder shall set forth:

- (a) the name, location of the place of business, the California Contractors State License Board-issued contractor license number, and the California Department of Industrial Relations (DIR) Public Works Registration number of each subcontractor who will perform work or labor or render service to prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of prime contractor's total bid;
- (b) the portion of the work (trade) which will be done by each such subcontractor under this act.

Bidder shall list only one subcontractor for each such portion as defined by Bidder in its bid. For each alternative, Bidder shall list any subcontractor not included in the base contract work subcontractor listing. All work in excess of one-half of one percent of this bid, for which no subcontractor is listed below, shall be performed by Bidder. Within 24 hours of bid opening, Bidder shall submit the List of Subcontractors—Additional Information form.

Non-small Business Bidders: Non-small business bidders, that claim the small business preference and commit to subcontract at least 25% of their total project bid price including awarded alternatives with one or more small businesses, shall list those small businesses and the dollar amount of their subcontracts hereon. See Calif. Code of Regulations, Title 2, section 1896 *et seq.*

DVBE Participation Requirement: Bidders are required to achieve 3% DVBE participation on this contract, and may qualify for the DVBE bid incentive if Bidder proposes sufficient additional DVBE participation in this contract. Trustees will calculate the Bidder's DVBE participation on the total project bid price, included awarded alternatives. Bidder shall list hereon the DVBEs participating in this bid and the dollar amount of participation by each DVBE. The total of the DVBE participation amounts hereon shall equal at least Bidder's proposed percentage of DVBE participation. For each alternative Bidder shall list any-DVBE participating in work to be performed on the alternative.

Substitution: Bidder shall not substitute any subcontractor listed below or permit any subcontractor to be assigned or transferred, or allow work to be performed by anyone other than the designated subcontractor, or sublet or subcontract any of the work in excess of one-half of one percent of this bid for which a subcontractor is not herein designated, except as otherwise provided in the Subletting and Subcontracting Fair Practices Act. Substitution of any small business subcontractor by a non-small business claiming the small business bid preference shall be done pursuant to Calif. Code of Regulations, Title 2, section 1896.10. DVBEs listed hereon may only be replaced by another DVBE, and the substitution of the DVBE must be approved by the Trustees and the Department of General Services.

Portion of Work (Trade/ Supplier, if DVBE)	Specify Work as Base Bid (B) or Alternate (#)	Company Name and Address	CA CSLB-Issued Contractor License No.	Small Business (Indicate \$)	DVBE (Indicate \$)
			CA DIR Public Works Registration No.		
				\$	\$
				\$	\$
				\$	\$
				\$	\$

CERTIFICATION

IFB No. PW20-2
Project No. XHF034

Instructions:

ALL BIDS AND CONTRACTS MUST BE SIGNED BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.

Provide the information requested below, including the type of organization for your firm, such as partnership, limited partnership, corporation, limited liability company, etc., and attach to this form a true and accurate copy of the firm's official record adopted by the firm's executives/board that authorizes certain of the firm's officers or employees to bind the firm. An example of such official record would be a corporate resolution duly adopted by a Board of Directors for a Corporation.

This is to certify that

- 1) I am _____
Name and Title of Authorized Signatory (such as John Smith, President)

- 2) of _____; and
Name of Firm

- 3) the attached official record, which lists only the officers or employees of our firm who are authorized to bind the firm, is a true and accurate copy as duly adopted by the Executives/Board of the firm on _____.
Date

Signature Date

Firm's Type of Organization (see instructions above)

IMPORTANT NOTE

(If your firm is a sole proprietorship, you need not complete this form. For all other types of firms, be sure to attach to this certification a copy of firm's official record authorizing officers or employees of the firm to execute Contract Documents or to execute a bid submittal. If attaching more than one document, modify the form to reflect that fact.)

BIDDERS BOND

Counterpart No. _____
Project No. PW20-2

Know All Persons by These Presents:

THAT WE

as Principal, and

as Surety, are held and firmly bound unto the Trustees of the California State University hereinafter called the Trustees, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the said Trustees for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

IN NO CASE shall the liability of the Surety hereunder exceed the sum of **10% of Bid**.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the Trustees for certain construction specifically described as follows, for which bids

are to be opened at _____

on _____ at _____ for contract _____

Project Description

(Exact description of work and location as given in the proposal)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to the principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Trustees, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void, otherwise, it shall be and remain in full force and virtue.

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.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____

CONTRACTOR Contractor Name: _____

AS

PRINCIPAL Contractor Address: _____ (SEAL)

By: _____

SURETY Surety Name: _____

Surety Address: _____ (SEAL)

By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR:**

IFB No. PW20-2

Project Name CCAT Mini Split Heat Pump, Project #XHF034

The undersigned declares:

I am the _____ of _____, the party making the forgoing bid.
TitleCompany

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__

at _____, _____.
CityState

Printed Name Signature

**CERTIFICATION OF APPROPRIATE LICENSE,
DIR PUBLIC WORKS REGISTRATION, AND CALIFORNIA COMPANY**
(Public Contract Code, Chapter 6100 *et seq.*)

Project No.: PW20-2 Project Name: CCAT Mini Split Heat Pump, Project #XHF034

The undersigned bidder declares:

- 1) That the attached pocket license or certificate of licensure is the Contractor's, is current and valid, and is in a classification appropriate to the work to be undertaken on the above-referenced project for which bidder is submitting a bid, per Public Contract Code Section 6100(b). Attach a copy of the pocket license issued from Contractor's State License Board.

- 2) That the Contractor is currently registered to bid public works projects with the Department of Industrial Relations (DIR), and shall maintain this registration current through the duration of this project. Attach documentation of the registration number issued by the DIR.

- 3) The bidder qualifies as a "California Company" per Public Contract Code Section 6107. Check one of the following statements that applies to the bidder:
 - Bidder has its principal place of business in California.

 - Bidder has its principal place of business in a state in which there is no local contractor preference on construction contracts.

 - Bidder has its principal place of business in a state in which there is a local contractor construction preference, and bidder has paid not less than five thousand dollars (\$5,000) in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of this bid.

If bidder does not qualify as a California company (and has not checked one of the statements under item 3 above), please complete the following information:

State in which Bidder has its principal place of business

Amount of the local contractor construction preference offered

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this _____ day of _____, 201_____, at _____, California.

Signature of Bidder or officer of Bidder authorized to execute contracts

Print or type name of person signing

Print or type name of business entity

Address

BID PROPOSAL FORM SIGNATURE PAGE

Date	Project Name IFB #PW20-2, CCAT Mini Split Heat Pump, Project #XHF034
Name of Bidder's Firm ¹	

ALL BIDS AND CONTRACTS MUST BE SIGNED BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM. The undersigned Bidder, as authorized by its firm, hereby submits this bid pursuant to the contract documents. If Bidder is:

A. An Individual Proprietorship:

(Postal Address of Firm)	(License Number)
(Signature, Printed Name of Person Signing)	(Phone Number)

B. A Partnership: (check one) Partnership Limited Partnership Other (specify type) _____

(Postal Address of Principal Office of Partnership)	(License Number)
(Signature, Printed Name and Title of Authorized Person(s) Signing) ³	(Phone Number)

C. A Corporation/LLC/Other: (check one) Corporation Ltd. Liability Co. Other (specify type) _____

(State of Incorporation/Organization)	(Phone Number)	(License Number)
(Postal Address of Principal Office of Corporation/Organization)		
(Signature, Printed Name and Title of Authorized Person(s) Signing) ³		

D. A Joint Venture:

(Name of Joint Venture)	(License Number, if known) ⁴
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An Affidavit of Joint Venture form must be filed five days prior to bid opening and each member of the joint venture must be prequalified one day prior to bid opening as provided in Article 2.02 of the Contract General Conditions. Each member of the joint venture shall fill in the information below corresponding to the member's type of business organization. If the joint venture has more than one of the same types of business organizations, additional copies of this page containing the required information and signatures shall be added and attached to this proposal form. Any such attachments are a part of this proposal form.

First Member of the Joint Venture		Second Member of the Joint Venture	
(Name and Type of Firm) ¹	(License No.)	(Name and Type of Firm) ¹	(License No.)
(Postal Address of Principal Office of Firm)	(State of Organization)	(Postal Address of Principal Office of Firm)	(State of Organization)
(Signature and Printed Name of Authorized Person(s) Signing) ³		(Signature and Printed Name of Authorized Person(s) Signing) ³	
(Title of Person Who Signs Above) ²	(Phone Number)	(Title of Person Who Signs Above) ²	(Phone Number)

Notes:

- 1 Name of firm must be the same as appears on state contractor's license and on the CSU prequalification letter.
- 2 If signature is by an agent, other than by an authorized signatory of a corporation or a partnership, a power of attorney must be on file with the Trustees before bid opening or be submitted with this bid.
- 3 For the following types of firm, a certified copy of the official record/documentation as indicated below authorizing signatory to bind this bid/contract must be submitted with the Trustees-prescribed Certification form 702.03:
 - Partnership: partnership agreement or power of attorney.
 - Limited Partnership: certificate of limited partnership as filed by the CA Secretary of State.
 - Corporation: corporate resolution of board action.
 - Limited Liability Company: Articles of Organization, filed by the CA Secretary of State.
 - Other Type of Organization: identify type of firm above; provide firm's official record or documentation authorizing signatory to bind this bid/contract.
- 4 The Joint Venture must have the required license in place at time of award of contract, and if awarded the contract, must return with the contract a resolution authorizing someone to sign contracts, change orders, and other documents for the joint venture.

SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

(Bidders requesting a 5% Small Business Preference must sign below and enclose this form with their bid/proposal.

If your firm is not claiming the small business preference, do not submit this form with your bid/proposal.

Project No. IFB #PW20-2

Project Name CCAT Mini Split Heat Pump, Project #XHF034

The undersigned hereby requests the small business preference and further certifies under penalty of perjury, that the firm still meets the requirements of the California Code of Regulations, Title 2 section 1896 *et seq.*

NOTICE TO ALL BIDDERS: The California Government Code, section 14835 *et seq.* requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in California Code of Regulations, Title 2 section 1896, *et seq.* A copy of the regulations is available upon request. The small business preference is applied by either 1) factoring 5% if a non-small business low bid total, and subcontracting this amount from the small business total, not to exceed \$50,000, or 2) where award is to be made to the highest scoring bidder based on evaluation factors in addition to price, the preference shall be 5% of the highest responsible bidder's total score.

If your firm is a Small Business and wishes to claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the Small Business & DVBE Services Branch, in the Procurement Division of the State of California Department of General Services, by 5:00 p.m. on the date bids are opened, and be verified by such office. **Please indicate by checking the box below whether your firm is claiming the preference and is a Small Business.**

Small Business

OR

If your firm is a Non-Small Business and wishes to claim the small business preference, your firm must notify the Trustees by signing below, that your firm commits to subcontract at least 25% of its net bid price with one or more small businesses, submit a timely responsive bid, list the small business subcontractors and include name, address, phone number, portion of the work to be performed, and the dollar amount and percentage per subcontractor, and be determined a responsible bidder. **Please indicate by checking the box below whether your firm is claiming the preference and is a Non-Small Business.**

Non-Small Business

Questions regarding the preference approval process should be directed to Small Business & DVBE Services, telephone (800) 559-5529 or (916) 375-4940, address: 707 Third Street, First Floor-Room 400, West Sacramento, CA 95605, or if by mail: P.O. Box 989052, West Sacramento, CA 95798-9052. You can also reach them via email (osdchelp@dgs.ca.gov) or on the Internet: www.pd.dgs.ca.gov/smbus.

IMPORTANT NOTICE (*Read before signing*)

The "Small Business Preference and Certification Request" **must be signed** in the same name style in which the bidder is licensed by the Contractors State License Board. Bidders bidding jointly or as a combination of several business organizations are specially cautioned that such bidders must be jointly licensed and approved in the same form and style in which the bid is executed.

Legal Name Style of Bidder(s): _____

Signature of Bidder: _____ Date _____

In the event the bidder has received assistance in obtaining bonding for this project, it shall set forth below the name and nature of the firm providing such assistance. Should the firm be listed as a subcontractor, bidder shall set forth the percentage of the contract to be performed by the subcontractor.

Name of Firm: _____

Is Firm a Listed Subcontractor? If Yes, indicate Percentage _____ or, No, if not a Listed Subcontractor

Special attention is directed to California Code of Regulations, Title 2 section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.

SUMMARY OF DISABLED VETERAN-OWNED BUSINESS PARTICIPATION

COMPANY NAME	NATURE OF WORK	CONTRACTING WITH	TIER	CLAIMED DVBE VALUE \$	PERCENTAGE OF CONTRACT (%)	OSMB DVBE CERTIFICATION

I declare under penalty of perjury, under the laws of the State of California, that the information herein is true and correct to the best of my knowledge.

Executed on: _____, at _____ in the state of _____.
Date City State

Signature of Contractor or Authorized Agent _____
Project Name _____
Project Number

Printed Name _____
Firm Name _____
Telephone

BIDDER'S CERTIFICATION

**DISABLED VETERAN BUSINESS ENTERPRISE
STATUS OF SUBCONTRACTORS AND SUPPLIERS**

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in law. In making this certification, I am aware of Section 12650 *et seq.* of the Government Code providing for the imposition of treble damages for making false claims against the State, Section 10115.10 of the Public Contract Code making it a crime to intentionally make an untrue statement in this certificate, and the provisions of the Military and Veterans Code, Section 999.9.

Date

Signature of Authorized Agent

Title

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE:

DVBE Ref. Number:

Description (materials/supplies/services/equipment proposed):

Solicitation/Contract Number:

SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (*Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.*)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/ Manager)

(Date Signed)

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/Manager)

(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent:
(If more than one firm, list on extra sheets.)

(Print or Type Name)

Firm/Principal Phone:

Address:

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name)

(Signature)

(Date Signed)

(Address of Owner)

(Telephone)

(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager)

(Signature of DV Manager)

(Date Signed)

LIST OF SUBCONTRACTORS—ADDITIONAL INFORMATION

(to be submitted within 24 hours after bid opening)

Information/Instructions:

Pursuant to the provisions of the Subletting and Fair Practices Act, Public Contract Code section 4100 *et seq.*, and in accordance with the Contract General Conditions, Article 2.06-b, this form shall contain the information for all subcontractors listed on the List of Proposed Subcontractors submitted with the bid. No listed subcontractor shall be added or deleted by use of this form. Bidder shall verify all listed subcontractors' licenses with the Contractors State License Board and DIR Public Works Registration numbers.

In the 'Subsidiary of Bidder' column, indicate whether the subcontractor is a subsidiary or is owned or partially owned by the Bidder (share profits), by checking appropriate response ('Y' for 'Yes' or 'N' for 'No'). In the 'Insurance' column, indicate whether the subcontractor will carry its own insurance, or whether the subcontractors without individual insurance policies are insured by the Bidder. If the subcontractor will carry its own insurance, check 'S' in the insurance column; if not, check 'B' which will indicate that the subcontractors without individual insurance policies are insured by the Bidder.

If Bidder is a non-small business and has received the small business bid preference, it shall list those small business subcontractors hereon, and indicate that the subcontractor is a small business and provide the dollar amount and percentage of bid (including awarded alternatives) for each small business subcontractor's portion of the bid (trade).

Bidders are required to achieve 3% DVBE participation on this contract, and shall list hereon the dollar amount and percentage of bid for DVBE participation by each listed DVBE, and the total of these amounts shall equal at least 3% of the total project bid price, including awarded alternatives. For each alternative Bidder shall list any subcontractor not included in the base contract work subcontractor listing and the dollar amount and percentage of DVBE participation by each subcontractor listed for work to be performed on the alternative. If the Trustees granted Bidder the DVBE bid incentive, then the total amount of DVBE participation shall exceed the required 3% by the incentive percentage of the total project bid price, including awarded alternatives.

Bidder (Contractor) will be required to submit a Subcontractor Directory, per Article 2.06-b, to demonstrate compliance with the Subcontracting Fair Practices Act.

Portion of Work (Trade/ Supplier, if DVBE)	Specify Base Bid (B) or Alt (#)	Company's Full Name and Address	Verified CA CSLB- Issued Contractor License No.	Subsidiary of Bidder		Insurance (Check One)		Dollar and % Amount of Bid	
			Verified DIR Public Works Registr. No.	Y	N	S	B	Small Business	DVBE
								\$	\$
								%	%
								\$	\$
								%	%
								\$	\$
								%	%
								\$	\$
								%	%

LIST OF SUBCONTRACTORS—ADDITIONAL INFORMATION (cont'd)

(to be submitted within 24 hours after bid opening; see page 1 for information and instructions)

Portion of Work (Trade/ Supplier, if DVBE)	Specify Base Bid (B) or Alt (#)	Company's Full Name and Address	Verified CA CSLB- Issued Contractor License No.	Subsidiary of Bidder		Insurance (Check One)		Dollar and % Amount of Bid	
			Verified DIR Public Works Registr. No.	Y	N	S	B	Small Business	DVBE
								\$	\$
								%	%
								\$	\$
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								\$	\$
								%	%
								\$	\$
								%	%

AGREEMENT

CSU Vendor ID No. <insert #>

Contract No. <insert #>

THIS AGREEMENT, made on December 4, 2019, BY AND BETWEEN the State of California, acting through the Board of Trustees of the California State University, on behalf of {insert full Campus Name}, hereinafter designated the Trustees, and

Contractor
Address
City, ST Zip
Phone No.; Fax No.; E-mail

hereinafter designated the Contractor.

WITNESSETH

1. That the Contractor, in consideration of the covenants and agreements herein contained on the part of the Trustees, covenants, promises and agrees with the Trustees, at his, her, its or their own proper cost and expense, to furnish all labor, materials, and equipment, and to perform all Work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Trustees, the

<Insert Project Name and Project Number>, at
<Insert full Campus Name>

in accordance with the Contract Documents (as defined in the Contract General Conditions, Article 1, Definitions) as approved by and on file with the Trustees and are made a part of this agreement by this reference. The Contractor agrees to receive and accept the sum of:

Three Hundred Ninety-Nine Thousand, Nine Hundred Ninety-Five Dollars and No Cents (\$399,995.00)*

as full compensation therefor, and also, unless expressly excepted in the Contract Documents, as full compensation for the following: all loss or damage, arising out of the nature of the Work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Trustees and for all risks of every description connected with the Work, and for all expenses incurred by or in consequence of the suspension or discontinuance of Work, and for well and faithful completion of the Work in the manner and according to the Contract Documents and the requirements of the Trustees under them. Payment will be made in accordance with the Contract General Conditions, Article 8, Payment and Completion.

2. That the Contractor, in accordance with its Bid Proposal documents, agrees to subcontract <insert %> of the final Contract amount (including all alternatives, allowances and change orders) to Disabled Veteran Business Enterprises (DVBE).

3. That the Trustees hereby promise and agree with the Contractor to employ, and do hereby employ, the Contractor to provide the materials and do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby agree to pay the same at the time, in the manner and upon the conditions set forth herein, and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. That the Trustees will fix the starting date of the Contract and issue a Notice to Proceed after the date of approval of the Contract by the Office of General Counsel, California State University. The Contractor shall fully complete all the Work of the Contract, in first class working order and ready for acceptance by the Trustees, on or before the expiration of <insert #> calendar days from the starting time so fixed. The Contractor will pay to the Trustees the sum of **Five Hundred Dollars (\$500.00)** for each day completion is delayed beyond the time prescribed, in accordance with the Contract General Conditions, Article 7.02, Delay in Completion—Liquidated Damages.

5. That if there is a conflict between the terms of the Proposal Form and the other Contract Documents, the other Contract Documents shall control, and nothing contained herein shall be considered as an acceptance of any terms of the Proposal Form in conflict herewith.

****Basis of award is Base Bid (\$394,000) plus Additive Alternative No. 1 (\$5,995) for a total Contract amount of \$399,995.00.**

PAYMENT BOND

Contract No. <insert #>

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to

Contractor
Address
City, ST Zip

as Principal, hereinafter designated as the "Contractor," a Contract for the Work described as follows:

Project Number: <insert Project Number>
Project Name: < insert Project Name>
Campus: < insert full Campus Name>

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, and other persons, as provided by law:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the amount required by law, in the sum of:

<copy agreement amount from p.1 of Agreement>

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

THE CONDITION of this obligation is such,

That if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code section 9100 or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, that the Surety or Sureties herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought on this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code sections 8608 and 9566.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20 ____

CONTRACTOR
AS
PRINCIPAL

Contractor Name: _____
Contractor Address: _____ (SEAL)
By: _____

SURETY

Surety Name: _____
Surety Address: _____ (SEAL)
By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.

PERFORMANCE BOND

Contract No. <insert #>

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to

Contractor
Address
City, ST Zip

as Principal, hereinafter designated as the "Contractor," a Contract for the Work described as follows:

Project Number: <insert Project Number>
Project Name: < insert Project Name>
Campus: < insert full Campus Name>

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the sum of:

<copy agreement amount from p.1 of Agreement>

to be paid to the said Trustees, State or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the above bounden Contractor, his, her, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his, her, its or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20____

CONTRACTOR
AS
PRINCIPAL

Contractor Name: _____

Contractor Address: _____ (SEAL)

By: _____

SURETY

Surety Name: _____

Surety Address: _____ (SEAL)

By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.

CERTIFICATION

Contract No. <insert #>

Project No. <insert #>

Instructions:

ALL BIDS AND CONTRACTS MUST BE SIGNED BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.

Provide the information requested below, including the type of organization for your firm, such as partnership, limited partnership, corporation, limited liability company, etc., and attach to this form a true and accurate copy of the firm's official record adopted by the firm's executives/board that authorizes certain of the firm's officers or employees to bind the firm. An example of such official record would be a corporate resolution duly adopted by a Board of Directors for a Corporation.

This is to certify that

1) I am _____
Name and Title of Authorized Signatory (such as John Smith, President)

2) of _____; and
Name of Firm

3) the attached official record, which lists only the officers or employees of our firm who are authorized to bind the firm, is a true and accurate copy as duly adopted by the Executives/Board of the firm on _____.
Date

Signature Date

Firm's Type of Organization (see instructions above)

IMPORTANT NOTE

(If your firm is a sole proprietorship, you need not complete this form. For all other types of firms, be sure to attach to this certification a copy of firm's official record authorizing officers or employees of the firm to execute Contract Documents or to execute a bid submittal. If attaching more than one document, modify the form to reflect that fact.)

PAYEE DATA RECORD

STD. 204 (Rev. 9-2017) (REVERSE)

1	<p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0" data-bbox="159 1262 1404 1325"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Certification: If applicable, please include the Certification Number associated with the type of business.</p>								
6	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
7	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p>Privacy Statement</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

Prime Contractor's Form Completion Instructions (Page 1 Only)

GENERAL INFORMATION: Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractor's that had a Disabled Veteran Business Enterprise (DVBE) firm perform an element of work for a contract to report DVBE information.

Prime Contractors are required to maintain records supporting the information submitted on this form and that all payments to DVBE subcontractor(s) were made.

INCLUDE

- **ONLY ONE contract per Report**
- **All DVBE firms that performed an element of work for this contract regardless of tier.**

HEADER

Contract Number: Enter the Contract Number

Prime Contractor: Enter the Prime Contractor's name as shown on the contract

FEIN Number: Enter only the last four digits of the Federal Employer Identification Number (FEIN) or the Social Security Number (SSN).

Phone Number: Enter the phone number (with area code) of the Prime Contractor

Address: Enter the address of the Prime Contractor

Department: Enter the state department/entity name.

Date Contract Completed: Enter the date contracted work was completed.

Date Final Payment Received: Enter the date the **final** payment for work performed was received by the Prime Contractor

Contract Award Amount: Enter the total dollar amount awarded to the Prime Contractor for this contract including all financial amendments.

Contract Received Amount: Enter the dollar amount received by the Prime Contractor for this contract

TABLE

DVBE Subcontractor(s) Name: Enter the name of all DVBE firms that are listed to perform an element of work or supplies for this contract and any formal approved substitution(s)*. Use the next tab for additional lines on the form. *All DVBE substitutions must be approved by the Office of Small Business & DVBE Services, effective (MVC § 999.5(e)).

DVBE Subcontractor(s) Address: Enter the address of each DVBE firm.

Supplier Number: Enter each DVBE firm's supplier/certification number.

Total Contracted Amount to DVBE: Enter the entire amount contracted to each DVBE.

Total Payment Amount to DVBE: Enter the total amount paid to all DVBE firms that performed an element of work for this contract

Variance: The system will compute the variance of DVBE firms dollars contracted compared to dollars paid

SIGNATURE BLOCK

Prime Contractor's Signature: Prime Contractor's printed name, signature, and date

Send form back to the department/entity listed in the header within 60 days of receipt of final payment.

Department's Form Completion Instructions (Page 2 Only)

DEPARTMENT ONLY INSTRUCTIONS

The following items need to be filled out by the department prior to E-MAILING the form to the Prime Contractor.

The awarding department's completion of this information prior to issuing this form to prime contractors ensures that all DVBE subcontractor activities are reported for DVBE firms resulting in the award.

HEADER

Contract Number: Enter the Contract Number

Prime Contractor: Enter the Prime Contractor's name as shown on the contract

Department: Enter the state department/entity name.

Date Contract Completed: Enter the date contracted work was completed.

Contract Award Amount: Enter the total dollar amount paid to the Prime Contractor for this contract including all financial amendments.

TABLE

DVBE Subcontractor(s) Name: Enter the name of all DVBE firms that are listed to perform an element of work or supplies for this contract and any formal approved substitution(s)*. Use the next tab for additional lines on the form. *All DVBE substitutions must be approved by the Office of Small Business & DVBE Services, effective (MVC § 999.5(e)).

DVBE Subcontractor(s) Address: Enter the address of each DVBE firm.

Supplier Number: Enter each DVBE firm's supplier/certification number.

Total Contracted Amount to DVBE: Enter the entire amount contracted to each DVBE.

**IFB #PW20-2, EXHIBIT K
PREVAILING WAGE RATES**

CCAT MINI SPLIT HEAT PUMP, PROJECT #XHF034

This project is a public works project, and is subject to prevailing wage rate laws (see Contract General Conditions, Article 4.02-c).

Pursuant to Labor Code sections 1770 *et seq.*, the Trustees have obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work in the locality in which the Work is to be performed. Copies of these prevailing wage rates (determination 2020-2) are on file and available to any interested party upon request from A. Gail Dungan, Contracts & Procurement, Humboldt State University, email A.Gail.Dungan@humboldt, and on the following Department of Industrial Relations website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Prevailing wage determinations with a single asterisk (*) after the expiration date remain in effect for the life of the project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payments to be paid for work performed after this date have been predetermined. If work is to extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. The Contractor should contact the Prevailing Wage Unit, DLSR, to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the life of the project.

If it becomes necessary to employ crafts, classifications or types of workers other than those listed, the Contractor shall immediately notify the Trustees who will then inform the Contractor of the prevailing rate which shall be applicable as a minimum from the time of initial employment.

These rates are the minimum that may be paid by the Contractor. Nothing contained in the contract documents shall be construed as preventing the Contractor from paying more than the minimum rate.

CONTRACTOR shall post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the Project site in accordance with Labor Code section 1773.2.

End of Page