PROJECT MANUAL

TWAIN HARTE SCHOOL
Stormwater Enhancement Project - Phase 1

Twain Harte, California

March 31, 2025

Job No.: 224102.00
DSA App. No. 02-122336

buildingSMARTalliance™

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ASPEN STREET ARCHITECTS, INC.

494 North Main Street
Angels Camp, California 95222
Phone: (209) 736-0882

Section 00 01 06
SIGNATURE PAGE

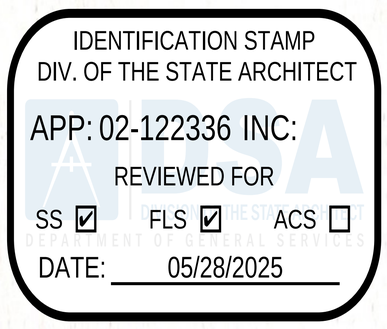
TWAIN HARTE SCHOOL
STORMWATER ENHANCEMENT PROJECT- PHASE 1
Twain Harte, California

Andy Flies,
Architect
Aspen Street Architects, Inc.

Jamey Wylie, PE
Structural Engineer
Pelton Wylie + Fahrney Engineering, Inc.

Nicole Stern, PLA
Landscape Architect
Watershed Progressive

* * *



Section 00 01 08
USER GUIDE FOR THE PROJECT MANUAL

PART 1 - SUMMARY:

1.1 GENERAL: This Guide is provided as a basis for understanding the organization and use of this Project Manual.

1.2 DEFINITIONS:

A. Construction Documents: Defined as the written and graphic documents prepared or assembled by the Architect for communicating the design of the project and administering the contract for its construction.

B. Contract Documents: Defined as the legally enforceable requirements that become part of the contract when the agreement is signed, these include the Contract Forms, Conditions of the Contract, Specifications, Drawings, Addenda, and Contract Modifications. They describe the proposed construction (referred to as the "Work") that results from performing services, furnishing labor, and supplying and incorporating materials and equipment into the construction.

C. Contract Forms: Include the agreement, bonds and certificates.

D. Conditions of the Contract: Define the basic rights, responsibilities, and relationships of the parties involved in the construction process.

E. Specifications: Divided into 50 Divisions, the Specifications define the qualitative requirements for products, materials, and systems and the standards of workmanship required for installation. Division 01 sections constitute the General Requirements necessary for the Project; Divisions 02 through 49 comprise the Technical Specifications portion of the Project Manual.

F. Drawings: Graphic representations of the Work, which show the materials and their relationships to one another, including sizes, shapes, fit, location, and connections.

G. Addenda: Written or graphic documents issued to clarify, revise, add to, or delete information in the original bidding documents or in previous addenda.

H. Contract Modifications: Written instruments used to add to, delete from or otherwise modify the Work after the construction agreement has been signed.

1.3 DIVISION 01 - GENERAL REQUIREMENTS: Division 01 of the Specifications expands on certain of the broad provisions of the Conditions of the Contract and governs the execution of all Technical Sections of the Specifications. Sections included in Division 01 specify the administrative and procedural requirements, as well as temporary facilities, required for the Project. All requirements stated in Division 01 apply to and will be in force for all subsequent Sections included in Divisions 02 through 49.

1.4 PRODUCT REFERENCES: Specification Section numbers and titles follow the latest recommendations of MasterFormat™ 2019 Edition published by the Construction Specifications Institute (CSI). The Section titles represent work results and may be stated in the singular or plural without regard to the actual quantity used on the project. The organization of specifications by Section is not meant to define subcontracts or other divisions of work by trades.

1.5 MANUAL FORMAT:

A. General: The first page of each Division is graphically defined with very large and boldfaced Division number and title. Each Section is identified with the Section number and title centered at the top of the first page of each Section. Succeeding pages of each Section are identified with the Section name at the bottom left corner and Section number and page number appearing in the lower right corner of the page.

B. Dates: The official date of issue of the Project Manual appears on the cover sheet of this Project Manual.

1.6 DEFINITIONS AND INTERPRETATIONS:

A. Words and Terms: Those which are frequently used, with special meanings, in this Project Manual are defined in Section 01 42 00 - REFERENCES.

B. Governing Dictionary: The definitions of words used in these Specifications, which are not defined in Section 01 42 00 - REFERENCES, the General Conditions, or in referenced standards, are as given in "The American Heritage Dictionary of the English Language".

C. Specification Language: These Specifications are written in the imperative mood, as defined in the Construction Specifications Institute's Manual of Practice. Imperative language is directed to the Contractor. The indicative mood is employed on occasion when such sentence structure is necessary to convey the intended meaning in a more accurate or understandable form. The text is streamlined, with the colon (:) employed as a symbol for the words "shall be", "shall have", "shall conform with", "shall comply with", or "shall meet the requirements of". The colon is also used to separate a paragraph title or heading from the text that follows.

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00 - PROCUREMENT REQUIREMENTS

Section 00 11 13
ADVERTISEMENT FOR BIDS

Notice is hereby given that the Twain Harte School District, referred to as the Owner, will receive sealed proposals for the furnishing of all labor, materials, transportation, equipment and services necessary for construction of the **"Twain Harte School, Stormwater Enhancement Project"** in Twain Harte, Tuolumne County, California. Bids will be received at the District Office, located at 22997 Joaquin Gully Road, Suite G, Twain Harte, CA 95383, until **2:00 pm on [day][date]**, at which time they will be publicly opened and publicly read.

The project consists of installation of rainwater collection tanks and bioswales as described on Sheet GI-001, all in conformance with drawings and specifications prepared by Aspen Street Architects, Inc., Angels Camp, California. A mandatory pre-bid walk-through will be held at 11:00 a.m. on **[day][date]** at the project site, 18815 Manzanita Drive, Twain Harte, CA, starting at the Lower Campus Wing by Manzanita Drive.

Types of bids required will be stipulated sum. No bid will be considered unless it is made on the form provided by the Architect and accompanied by cash, cashier's check, certified check or Bidder's Bond from a surety company admitted by the State of California Insurance Commissioner, for 10% of the amount of the bid, made payable to the Owner. Such cash, cashier's check, certified check or bidder's bond shall be given as a guarantee that the bidder will execute the Contract, if it be awarded to him, in conformity with the Contract Documents.

Bid shall not expire for a period of thirty (30) days after the scheduled closing time set for receipt of bids. The Contractor awarded the project will be required to provide 100% Payment Bond and 100% Performance Bond. Contractor shall possess a valid Class A General Engineering Contractor license issued by the California Contractors State License Board.

Drawings and Specifications may be examined at the following locations: Central California Builders' Exchange, 1244 North Mariposa St., Fresno, CA 93703; Modesto Builders' Exchange, 1118 Kansas Ave., Modesto, CA 95351, or Sacramento Regional Builders Exchange:5370 Elvas Avenue, Sacramento, CA 95819 or online planroom.

Printed bid documents may be purchased through the Architect for $100.00 non-refundable fee payable to Aspen Street Architects, Inc. Contact the office at (209) 736-0882 at least 24 hours in advance to arrange for shipping or picking up of bid sets. Bid documents will be made available electronically at no cost.

Owner will affirmatively assure that, in any contract entered into as a result of this advertisement, minority businesses will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of gender, race, color, religion, national origin, or sexual preference in consideration for an award.

Substitution of securities for retention will be allowed pursuant to California Public Contract Code Section 22300, as provided in the Supplementary Conditions.

Copies of the prevailing rate of per diem wages are on file and open to public inspection at the office of the Owner, and reference is made specifically thereto. The contractor shall post a copy of the prevailing rate of per diem wages at the job site. Attention is directed to the provisions of Section 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the contractor or any subcontractor under him. The prime contractor is responsible for compliance with the requirements of Section 1777.5 and the prime contractor and any subcontractor under him shall comply with the requirements of Section 1777.6. The project will be required to conform to the requirements of Assembly Bill 1506 in regard to prevailing wage documentation; refer to Document 00 21 13 - INSTRUCTIONS TO BIDDERS for Labor Compliance Program.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5

of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Owner reserves the right to waive irregularities and reject any or all bids.

Dated:

Advertising Dates:

Signed:

Twain Harte School District

* * *

Section 00 21 13
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 DEFINITIONS:

A. The Owner is Twain Harte School District,22974 Twain Harte Drive, Room 21, Twain Harte, CA 95383.
B. The Project Team consists of the Owner, the Architect: Aspen Street Architects, Inc.; the Contractor and other design professionals and consultants providing services in connection with the Project.
C. The Project is the Twain Harte School, Stormwater Enhancement Project - Phase 1.
D. Work is any portion of the Project.
E. The Bidding Documents include the Bidding Requirements and the proposed Contract Documents. Bidding Requirements consist of the Advertisement for Bids, Instructions to Bidders, the Bid Form, Noncollusion Declaration, and other bidding and contract forms. The proposed Contract Documents consist of the Owner-Contractor Agreement, Conditions of the Contract (General and Supplementary), Drawings, Specifications, and all Addenda issued prior to execution of the Contract.
F. Definitions set forth in the General Conditions of the Contract for Construction, or in other Contract Documents are applicable to the Bidding Documents.
G. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
H. A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
I. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
J. An Alternate Bid is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
K. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
L. A Bidder is a person or entity who submits a Bid.
M. Subcontractors are those who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one half (1/2) of one percent (1%) of the Bidder's total bid.

1.2 REGISTERED CONTRACTORS: No public works contract will be awarded to a contractor who has not properly registered with Department of Industrial Relations (DIR), and no contractor shall perform work on a public works project unless the contractor is properly registered with Department of Industrial Relations pursuant to Labor Code Section 1725.5. Names and registration of contractors and subcontractors must appear on DIR Public Works Contractor Registration Search site: https://efiling.dir.ca.gov/PWCR/Search.

1.3 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION: In accordance with Education Code Section 17076.11, this District has a participation goal for disabled veteran business enterprises of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the School District. Prior to, and as a condition precedent for final payment under any contract for such project, the contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

1.4 LABOR COMPLIANCE PROGRAM: In accordance with Section 1771.7 of the California Labor Code, the School District has initiated and will enforce a Labor Compliance Program which includes the following elements:

A. A pre-job conference must be held with the Contractor and all subcontractors to discuss federal and state labor law requirements applicable to the project.
B. Project contractors and subcontractors must maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance with the prevailing wage law, signed under penalty of perjury.
C. The School District must review, and, if necessary, audit payroll records to verify compliance with the prevailing wage law.
D. The School District must withhold contract payments when payroll records are delinquent or inadequate.
E. The School District must withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

The School District and the Contractor must both comply with the notification requirements of the Department of Industrial Relations, Division of Labor Standards Enforcement, through use of the Compliance Monitoring Unit (http://www.dir.ca.gov/dlse/cmu/cmu.html).

1.5 PRE-JOB CONFERENCE: The Owner and other members of the Project Team will be present to answer Bidders' questions regarding the Project, and to provide information to Bidders at a mandatory Pre-Job Conference for this project to be held at [time], [day] [date] at the project site, 18815 Manzanita Drive, Twain Harte, CA, starting at Bldg. 400 by Twain Harte Drive. All Bidders are required to attend.

1.6 BIDDER'S REPRESENTATIONS: By making a Bid, Bidder represents that Bidder has read and understands the Bidding Documents; has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents; and that the Bid is made in accordance with the Bidding Documents and based upon the materials, equipment and systems required by the Bidding Documents without exception.

1.7 BIDDING DOCUMENTS:

A. Printed Bid Documents will be made available to interested bidders for through the Architect for $100.00 non-refundable fee payable to Aspen Street Architects, Inc. Contact the office at (209) 736-0882 at least 24 hours in advance to arrange for shipping or picking up of bid sets. Bid documents will be made available electronically at no cost.

B. Bidders shall use complete sets of Bidding Documents in preparing proposals; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. Bidding Documents are provided to Bidders for bidding only. No other use is permitted.

D. Requests from Bidders for clarification or interpretation of the Bidding Documents shall be directed to the Architect in writing no later than seven (7) days prior to the date set for the opening of bids so that all inquiries can be answered in writing and distributed to all bidders in the form of addenda to the contract documents in ample time before the bid opening date.

E. Should a Bidder find discrepancies, ambiguities, inconsistencies, errors or omissions in the Drawings or Documents, or be in doubt as to their meaning, Bidder should at once notify the Architect. Failure of the Bidder to report obvious discrepancies, ambiguities, or omissions necessary to carry out the intent of the Drawings or Specifications, or which are customarily performed, shall not relieve the Bidder from performing the necessary work.

F. Changes and corrections to the Bidding Documents will be made by Addendum and distributed to the Bidders. The Owner and the Architect will not be responsible for any verbal instructions.

G. No Addenda will be issued later than four days prior to the date of receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

H. Each Bidder shall ascertain, prior to submitting the bid, that every Addendum issued prior to the Bid Date has been considered, and shall acknowledge receipt of each Addendum in the Bid in writing. Each Addendum will become a part of the Contract for Construction. Addenda issued prior to receipt of bids will be issued by the Architect to planholders of record only. Addenda will be signed by the Architect.

I. Each Bidder shall include, as part of the proposal, their Contractor's license number and license expiration date.

J. Each Bidder shall include, as part of the bid documents, an executed and notarized Noncollusion Affidavit.

K. Each Bidder shall include, as part of the bid documents, a signed Fingerprinting Notice and Acknowledgment.

1.8 BID SECURITY: A bid guarantee in the amount of 10% of the bid must accompany the bid. Failure to furnish a required bid guarantee in the proper form and amount, by the time set for opening the bids, may be cause for rejection of the bid. A bid guarantee, made payable to the Owner, shall be in the form of a firm commitment, such as cash, cashier's check, certified check or Bidder's Bond. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of the bids, (b) to the successful bidder upon the execution of such further contractual document and bonds as may be required by the bid as accepted. Except as provided in Section 5100 through 5108, inclusive, of the California Public Contract Code, if the bidder refuses or is unable after notification of the award of the Contract, to execute said Contract within ten (10) calendar days of such notification, or to furnish the required payment or performance bonds, said bidder's bid security shall become the property of the Owner not as a penalty, but as liquidated damages. In accordance with Section 5106 of the California Public Contract Code, award may then be made to the next best qualified bidder, or the Work may be rebid as determined by the Owner's governing body to be in the public interest.

1.9 SUBSTITUTIONS: The materials, products, and equipment specified in the Bidding Documents establish a standard of quality, function, dimension and appearance required by any requested substitutions. Refer to Section 01 00 00 - GENERAL REQUIREMENTS, Paragraph 1.1.B.

1.10 BIDDING PROCEDURES:

A. Bids shall be submitted on forms identical to the form included with the Bidding Documents. All blanks on the bid form shall be filled in by typewriter or manually in ink. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

B. Bidder shall submit a completed and notarized Document 00 45 13 - CONTRACTOR'S QUALIFICATIONS form with the bid.

C. All copies of the Bid, the bid security, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope, addressed to the Owner in care of the Architect and identified with the Project Name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

D. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

1.11 MODIFICATION OR WITHDRAWAL OF BIDS:

A. A Bid may not be modified, withdrawn or cancelled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, except in accordance with Section 5100 - 5108 Public Contract Code.

B. Prior to the time and date designated for receipt of Bids, Bids may be modified by telegraphic, facsimile or written communication, provided such communication is received by the Architect prior to the closing time. The telegraphic, facsimile or written communication shall be worded so that the amounts of the original Bid are not revealed.

C. Withdrawn Bids may be resubmitted up to the time and date designated for receipt of Bids.

1.12 BID OPENING AND CONTRACT AWARDS:

A. Bids will be due by the time and date established for receipt of bids, which shall be **2:00 pm on [day], [date].**

B. Bids will then be evaluated based on the Best Value scoring criteria incorporated into the Bid Documents. Refer to Document 00 4513 - CONTRACTOR'S QUALIFICATIONS for scoring criteria. Results of the selection based on Best Value criteria will be announced on [day] [date].

C. The Owner intends to award contracts on the basis of the lowest responsive responsible bidder who submits a proper proposal in accordance with the requirements of the Bidding Documents. All awards will be made in the Owner's best interest.

D. The form of Contract that the successful Bidder will be required to execute, if awarded the work, is included in Document 00 53 10 - OWNER-CONTRACTOR AGREEMENT.

E. The Owner reserves the right to waive any informality or irregularity in any Bids.

F. The Owner reserves the right to reject any and all Bids.

1.13 LIQUIDATED DAMAGES: Should the Work not be completed within the Contract Period plus, if any, authorized extension of time, there will be deducted from any money due or that may become due the Contractor under the Contract the sum of one thousand dollars ($1,000.00), as liquidated damages and not as a penalty, for each day's delay after the expiration of said time until the final physical completion of said Work and its delivery to and acceptance by the Owner.

1.14 BONDS: Refer to Document 00 61 13 - PERFORMANCE AND PAYMENT BOND, for information regarding bonding requirements.

1.15 INSURANCE: Refer to Documents 00 70 00 - GENERAL CONDITIONS and 00 73 00 - SUPPLEMENTARY CONDITIONS, for information regarding insurance requirements.

1.16 WAGES:

A. All Bidders are hereby notified that prevailing wage per Diem rates must be paid as required by the Labor Code of the State of California, Sections 1770 et seq., including 1773.2, 1773.8, 1775, and 1776. It is mandatory upon the Contractor to whom the contract is awarded, and upon any Subcontractor under the Contractor, to pay not less than the specified rate of per diem wages for each craft, classification, and type of worker needed to execute this contract.

B. The attention of the Bidder is directed to the fact that the schedule of prevailing rates of pay for each craft or type of workman needed to execute the work, as indicated in the attached Document 00 11 13 - ADVERTISEMENT FOR BIDS, contains the minimum rate of pay as established by the State Director of Industrial Relations in pursuance of the provisions of the Labor Code of the State of California, which Code requires the establishing of such rates for the locality in which the work is to be performed. Section 1770 of the Labor Code reads: "Nothing . . . shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work.".

C. All Bidders shall check the available source of labor supply and obtain information with reference to the length of the working day of various crafts and actual rates of wages being paid in the immediate vicinity of the place where work contemplated by these Specifications is to be performed,

particularly with reference to rates of pay that may be in excess of those general prevailing rates established by the Owner indicated in the above-mentioned Document 00 11 13 - ADVERTISEMENT FOR BIDS.

1.17 CONTRACTOR'S LICENSE: Bidder must be a contractor properly licensed to perform the work of this project with an active license in good standing as of the date of receipt of bids. License must be issued by the Contractors State License Board of California and must be maintained in good standing throughout the term of the contract.

1.18 SUBCONTRACTOR LISTING: Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the California Public Contract Code, every Bidder shall in the bid set forth:

A. The name and location of the place of business of each subcontractor.

B. The portion of the work that will be done by each subcontractor. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one half (1/2) of one percent (1%) of the Bidder's total bid, Bidder agrees to perform that portion with Bidder's own forces. The successful Bidder shall not, without the consent of the Owner, either:

1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
2. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
3. Sublet or subcontract any portion of the work in excess of one half (1/2) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

* * *

Section 00 41 00
BID FORM

SUMMARY: Bids will be received until **2:00 pm on [day] [date]**, in the District Office, located at 22974 Twain Harte Drive, Room 21, Twain Harte, CA 95383.

TO: Twain Harte School District (Sometimes hereinafter called "Owner".)

Ladies/Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment, transportation and services for construction of the "Twain Harte School, Stormwater Enhancement Project - Phase 1" for Twain Harte School District in Twain Harte, Tuolumne County, California, in strict conformity with the Drawings, Project Manual, and other documents on file at the office of the Architect, Aspen Street Architects, Inc., Angels Camp, California.

BASE BID:

_____ DOLLARS ($_____.)

TIME FOR COMPLETION: Sixty (60) CALENDAR DAYS.

The Contractor shall prosecute the Work in a prompt, diligent and workmanlike manner. It is understood and agreed that the Work shall be completed within the number of calendar days stated on the Bid Form from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the Work is authorized as provided in the Conditions of the Contract.

Should the work contracted for under this Agreement not be completed within the Contract Period plus, if any, authorized extension of time, there will be deducted from any money due or that may become due the Contractor under the Contract the sum of one thousand dollars ($1,000.00), as liquidated damages and not as a penalty, for each day's delay after the expiration of said time until the final physical completion of said Work and its delivery to and acceptance by the Owner.

The undersigned, upon notice of the acceptance of the bid within thirty (30) days after the date of opening of the bids, hereby agrees to sign said Contract and furnish the necessary bonds and insurance certificates within ten (10) days after Notice of Award of said Contract.

The undersigned has examined the location of the proposed work and is familiar with the Drawings, Project Manual, and other Contract Documents and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all of the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned acknowledges that the Owner reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding.

Enclosed, made payable to the Owner, find Bidder's Bond, from a surety company registered with the State of California Insurance Commissioner, or cash, cashier's check or certified check in the amount of 10% of the bid.

Enclosed is signed Noncollusion Declaration.

Enclosed is completed Contractor's Qualifications statement.

Enclosed is signed Fingerprinting Notice and Acknowledgment.

Pursuant to state law (AB 1610 and 1612), the undersigned certifies by offering a bid that all employees and all employees of sub-contractors who will potentially come in contact with students have been cleared by a Department of Justice criminal record check and said individual(s) has not been convicted of a violent or serious felony as listed in subdivision (c) of Section 1192.7 of the California Penal Code nor convicted of, or entered a plea of nolo contendere to, charges of any sex offense as defined in Education Code Section 44011. Said check shall be immediately available to the District upon request.

Receipt of Addenda is acknowledged as follows:

No. 1 _____; No. 2 _____; No. 3 _____; No. 4 _____

CONTRACTOR: _____

By: _____

STREET ADDRESS: _____

City, State: _____

MAILING ADDRESS: _____

City, State, Zip Code: _____

TELEPHONE: ( ) _____

CONTRACTORS STATE
LICENSE BOARD NO.: _____

CLASSIFICATION: _____

Department of Industrial Relations Registration No. _____

Dated this _____ day of _____, 20__.

SUBCONTRACTOR FORM

LIST OF SUBCONTRACTORS FOR _____, GENERAL CONTRACTOR.

PROJECT: Twain Harte School, Stormwater Enhancement Project - Phase 1

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contracts Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names and locations of the place of business of each subcontractor proposed to be employed to perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the total amount of Bidder's proposal.

NAME & ADDRESS OF SUBCONTRACTOR	DESCRIPTION OF WORK TO BE SUBCONTRACTED	SUBCONTRACTOR'S CALIF. LICENSE NO. AND DIR REGISTRATION NO.

(Copy this sheet if additional space is needed)

* * *

Document 00 45 13
CONTRACTOR'S QUALIFICATIONS

GENERAL CONTRACTOR
STATEMENT OF EXPERIENCE

(If additional space is required for your response, please use the attached continuation page)

1. Name of Firm: _____

2. Address of Firm: _____

   Telephone (_____) _____

3. State of Organization: _____

4. State License Number: _____

   Types of Valid California Contracting Licenses Held and Expiration Dates

   _____

   _____

5. Age of Firm: _____

6. Officers or Principals of Firm

   Name Address Phone #

   _____

   _____

   _____

7. Have Principal(s) Ever Declared Bankruptcy? _____ Had License(s) Suspended? _____, If so, please explain: _____

8. Have you ever failed to complete any work awarded to you? _____

   If so, note when, where and why: _____

   _____

9. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract?_____

   If so, state circumstances: _____

   _____

10. Has the Contractor ever been disqualified from bidding on a State of California project, school district project, or other public work? _____ Explain: _____

    _____

11. Experience Record of Key Staff

    Name Position Yrs. Experience

    _____

    _____

12. Please list all work in excess of $100,000 your organization has in progress on this date:

    Name of Project:

    _____

    Owner/Contact Person:

    _____

    Phone #

    _____

    Contract Amt.

    _____

    Completion Date

    _____

13. Please list the following information regarding Work and Cost of Work Completed Within the Preceding Two Years by Your Firm:

    Name of Project:

    _____

    Owner/Contact Person:

    _____

    Phone #

    _____

    Contract Amt.

    _____

    Completion Date

    _____

14. From the preceding two years, are there now pending any actions against you or have you had to pay back wages, either because of a settlement or judgment with the California State Department of Labor Standards Enforcement for failure to pay prevailing wages? If none, so state.

    Name of Project Date Filed Disposition Explain

    _____

    _____

15. Please list the Financial Institution where line(s) of credit have been established:

    Name Contact Person Phone # Amount

    _____

AFFIDAVIT
FOR
STATEMENT OF EXPERIENCE

State of California

County of _____

(Name) _____, being first duly sworn deposes and says:

That he, as (title) _____, is the party making the statement of experience and that such statement is true and correct.

Sign on appropriate line below and notarize:

_____ Signature of: Bidder, if the Bidder is an individual;

_____ Partner, if the Bidder is a partnership;

_____ Officer, if the Bidder is a Corporation.

Subscribed and sworn to before me

this _____ day of _____, 20___.

_____

My commission expires _____, 20____.

NOTARY PUBLIC

* * *

Section 00 45 19
NONCOLLUSION DECLARATION

In accordance with Public Contract Code Section 7106, the following Noncollusion Declaration shall be executed by the Bidder and submitted with the Bid Form.

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Name _____ Signature _____

* * *

Section 00 45 26
WORKER'S COMPENSATION CERTIFICATE

1.1 REFERENCE TO LABOR CODE SECTION 3700:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees".

1.2 CONTRACTOR'S CERTIFICATIONS:

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

CONTRACTOR'S STATE LICENSE NO. CONTRACTOR:

_____

By _____

By _____
Authorized Officers or Agents

(CORPORATE SEAL)

1.3 INSTRUCTIONS

Per Article 5 (commencing at Section 11860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Contract work.

* * *

Section 00 45 55
FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

1. REFERENCE TO EDUCATION CODE:

In accordance with Education Code Section 45125.2, this document shall be executed by the Bidder and submitted with the Bid Form.

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT: Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a school facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1.1 If your employee(s) will have more than limited contact with the students, then you must take one or more of the following steps:

A. Install a physical barrier at the worksite to limit contact with pupils.

B. Have an employee who has not been convicted of a violent or serious felony continually monitor and supervise employees.

C. Arrange for surveillance by school district personnel, with District approval.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

1.2 If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An “emergency or exceptional” situation is one in which pupil health or safety is endangered or when repairs are needed to make a school facility safe and habitable. The Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code 45125.1 and 45125.2 as applicable.

Dated: _____ _____
Signature

Name: _____ Title: _____

* * *

Division 00 - CONTRACTING REQUIREMENTS

Section 00 53 10
OWNER-CONTRACTOR AGREEMENT

1. GENERAL

This Agreement made and entered into this _____ day of _____, 20__, by and between Twain Harte School District of Tuolumne County, First Party, sometimes hereinafter called the Owner, and _____, Second Party, sometimes hereinafter called the Contractor,

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

2. The ADVERTISEMENT FOR BIDS, ACCEPTED BID, LIST OF SUBCONTRACTORS, INSTRUCTIONS TO BIDDERS, WORKER'S COMPENSATION INSURANCE CERTIFICATE, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, LABOR AND MATERIALS PAYMENT BOND and PERFORMANCE BOND are attached to and are a part of this Agreement. The complete Contract includes also the Drawings, Specifications, all items listed in the Project Manual and all modifications and amendments thereto. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

3. The said Contractor agrees to furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the Owner hereunder, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of

   as called for, and in the manner designated in, and in strict conformity with this Agreement, and with the Drawings and Project Manual adopted by the Board of Trustees, which said Drawings and Project Manuals are entitled respectively

   Twain Harte School
   Stormwater Enhancement Project - Phase 1

   and are hereby specifically referred to and made a part of this Agreement with like effect as if fully set forth herein.

4. It is understood and agreed that said tools, equipment, apparatus, facilities, transportation, labor, and material shall be furnished and said work performed and completed as required in said Drawings and Project Manual under the direction and supervision of, and subject to the approval of, the Architect and Owner. The Architect shall have the right to accept or reject materials or workmanship, and to determine when the Contractor has complied with the conditions of the Contract. The Inspector employed by the Owner shall represent the Architect and the Owner on the project for the State of California, Division of the State Architect.

5. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of
   _____ DOLLARS

   ($_____)
   which sum is to be paid according to the provisions of the General Conditions.

6. The Contractor shall prosecute the Work in a prompt, diligent and workmanlike manner. It is understood and agreed that the Work shall be completed within sixty (60) calendar days from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the Work is authorized as provided in the Conditions of the Contract.

   Should the work contracted for under this Agreement not be completed within the Contract Period plus, if any, authorized extension of time, there will be deducted from any money due or that may become due

the Contractor under the Contract the sum of one thousand dollars ($1,000.00) as liquidated damages and not as a penalty, for each day's delay after the expiration of said time until the final physical completion of said Work and its delivery to and acceptance by the Owner.

7. Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are on file at the Owner's office, and copies are available for inspection at that office to any interested party on request.

8. The Contractor agrees to comply with Labor Code Section 1775 (Payment of Prevailing Wage Rates) and Labor Code Section 1776 (Keeping Accurate Payroll Records) and Labor Code Section 1777.5, placing the responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by California Labor Code Sections 1720 through 1815 regarding public works projects and prevailing wage law.

9. In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding in such an amount as the court may judge reasonable.

IN WITNESS WHEREOF, the said Board of Trustees has caused this Agreement to be subscribed by its duly authorized officer in its behalf, and the said Party of the Second Part has signed this Agreement the day and year first above written.

_____School District
of _____ County, a Political Subdivision of the State of California

By _____Date_____
Authorized Official

_____
CONTRACTOR

By _____Date_____

REVIEWED BY LEGAL COUNSEL

_____ DATE_____

* * *

Section 00 61 13
PERFORMANCE AND PAYMENT BOND

PART 1 - GENERAL:

1.1 SUMMARY:

A. General: The Owner requires successful Bidder to furnish both a Labor and Material Payment Bond and a Performance Bond, each in the amount stated below. Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract.

B. Performance Bond shall be in the amount of one hundred percent (100%) of the total Contract amount; shall guarantee the faithful performance of the Contractor or manufacturer; and shall insure the District during the work required by the Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

C. Labor and Material Payment Bond shall be in the amount of one hundred percent (100%) of the total Contract amount; and shall be in accordance with the law of the State of California to secure the payment of all claims for labor and materials used or consumed in the performance of any Contract.

D. Include costs for Labor and Material Payment Bonds and Performance Bonds in Base Bids.

BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS, that we

_____

_____

the Contractor in the Contract hereto annexed, as Principal, and

_____

_____

as Surety, are held firmly bound unto the Twain Harte School District of Tuolumne County, a Political Subdivision of the State of California, hereinafter called the "Owner", in the sum of

_____ DOLLARS

($_____)

lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these present.

Signed, sealed and dated: _____

The condition of the above obligation is that if said Principal as Contractor in the Contract hereto annexed, or his or its subcontractor, fails to pay for any materials, provisions, provender or other supplies, or items used in, upon, for or about the performance of the work contracted to be done by said Contractor; namely, to furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Owner, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of

Twain Harte School
Stormwater Enhancement Project - Phase 1

in strict conformity with the terms and conditions set forth in the Contract hereto annexed, or for any work or labor done thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld and paid over the Franchise Tax Board from the wages of employees of the Principal or his subcontractor pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor, Surety will pay for same in an amount not exceeding the amount specified in this bond.

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

This bond is executed in accordance with the requirements of Sections 3247 et seq. of the Civil Code, and is subject to the provisions thereof, and shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under and by virtue of the provisions of Section 3181 of the Civil Code, or to their assigns; and the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder shall in any wise affect obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration to the terms of the Contract or to the work.

_____

_____

_____

Contractor

_____

_____

_____

Surety

BOND OF FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, that we

_____

_____

the Contractor in the Contract hereto annexed, as Principal, and

_____

_____

as Surety, are held firmly bound unto the Twain Harte School District of Tuolumne County, a Political Subdivision of the State of California, hereinafter called the "Owner", in the sum of

_____ DOLLARS
($_____)

lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these present.

Signed, sealed and dated: _____

The condition of the above obligation is that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Owner, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of

Twain Harte School
Stormwater Enhancement Project - Phase 1

in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

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

_____

_____

_____
Contractor

_____

_____

_____
Surety

* * *

Section 00 62 16
CERTIFICATES OF INSURANCE FORM

1.1 GENERAL:

A. General: Provide insurance certificates to the Architect for delivery to the Owner certifying that all required insurance coverage is in effect and in force prior to beginning work on this Project. The insurance company must be listed in the official publication by the Department of Insurance, State of California as being recognized as an insurance company authorized to transact business of insurance in the State of California for the current year.

B. Certificates:

A. General: Refer to Document 00 70 00 - GENERAL CONDITIONS and Document 00 73 00 - SUPPLEMENTARY CONDITIONS for the required coverage.

B. Form: Use the "*ACORD*™ 25" Certificate of Liability Insurance.

C. Endorsements: Provide endorsements naming the Owner, Architect, and their agents, representatives and employees as additional insured on all liability policies of insurance required under this Agreement.

* * *

Section 00 70 00
GENERAL CONDITIONS

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION(AIA A201-2017)

The General Conditions of the Contract for Construction, American Institute of Architects Document A201 - 2017 Edition, is included on the following pages and will be considered as Document 00 70 00 - GENERAL CONDITIONS of this Project Manual.

* * *

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Twain Harte School
Stormwater Enhancement Project -Phase 1
18815 Manzanita Drive
Twain Harte, CA

THE OWNER:
(Name, legal status and address)

Twain Harte School District
22974 Twain Harte Drive, Rm 21
Twain Harte, CA 95383

THE ARCHITECT:
(Name, legal status and address)

Aspen Street Architects, Inc.
494 N. Main St., PO Box 370
Angels Camp, CA 95222

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ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

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consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

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Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

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§ 3.16 Access to Work
The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 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 acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT
§ 4.1 General
§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

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prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

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promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

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affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and

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unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

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

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

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the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Document 00 73 00
SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY:

A. The following modifies and supplements AIA Document A201-2017, "General Conditions of the Contract for Construction", Articles 1 through 15 inclusive, which is part of this Contract as included herein as Document 00 70 00 - GENERAL CONDITIONS.

B. The above named General Conditions are modified as follows. Where any part of the General Conditions is modified or deleted, unaltered provisions shall remain in effect.

1.2 SECTION 1.2; Section 1.2.1: Add the following subsections:

.2 In general, the Drawings will show dimensions, position and kind of construction; and the specifications, qualities and methods. Any work called for in the Drawings and not mentioned in the specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar parts that are detailed, marked or specified.

.3 In case of conflict between the Drawings and Specifications, the Drawings shall govern in matters of quantity, the Specifications in matters of quality. In case of conflict within the Drawings involving quantities or within the Specifications involving qualities, the greater quantity and the higher quality shall be furnished.

.4 Should conflict appear in the Drawings or Specifications, or in the work done by others affecting this work, the Contractor shall notify the Architect at once in writing and the Architect will issue instructions as to procedure. If the Contractor proceeds with the work so affected without instructions from the Architect, Contractor shall make good any resulting damage or defects.

.5 The general character of the detail work is shown on the Contract Drawings. The Architect will furnish additional details, if necessary, to more fully explain the work, and same shall be considered a part of the Contract. Any work executed before receipt of such details, if not in accordance with same, shall be removed and replaced, or adjusted, as directed, without expense to the Owner. Should any detail submitted later than the Contract Drawings, be in the opinion of the Contractor, more elaborate than the Contract Drawings and the Specifications indicate, written notice thereof shall be given to the Architect within five days of receipt of same. The claim will then be considered, and, if justified, said detail drawings will be amended or the extra work authorized. Non-receipt of such notice shall relieve the Owner of any claim.

.6 Where on any Drawings a portion of the work is drawn out and the remainder is indicated in outline, the drawn-out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

.7 When specified brands or kinds of material are called for, they are mentioned merely as standards and the Contractor has the option of using any other brand of equal quality if approved by the Architect. Any materials named in the Specifications, or which may be substituted, may, if so desired by the Architect, be tested by said Architect at the expense of Contractor.

.8 Any material specified by reference to the number, symbol or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class or grade, or modified in such reference.

.9 The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications. These standards are not furnished to bidders, for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

.10 Where it is required in the Specifications that materials, products, processes, equipment or the like be installed or applied in accordance with manufacturer's instructions, directions, or specifications, it shall be construed to mean that said application or installation shall be in strict accordance with the printed instructions furnished by the manufacturer of the materials considered for use under conditions similar to those at the job site. Copies of such instructions shall be furnished to the Architect in quantities required by Section 01 33 10 - SUBMITTALS and Architect's approval thereof obtained before work is begun.

Add the following Section:

1.2.4 Sections of Division 01 - General Requirements govern the execution of the work of all sections of the specifications.

1.3 SECTION 2.3; Section 2.3.1: Add the following subsection:

2.3.1.1 Owner will pay for all tests, except re-tests due to defective materials or additional tests required due to substitution of materials.

1.4 SECTION 3.4; Section 3.4.2: Add the following subsection:

3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in Section 01 25 00 - PRODUCT SUBSTITUTION PROCEDURES.

By making requests for substitutions, the Contractor:

.1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;

.3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and

.4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

1.5 SECTION 3.7; Section 3.7.1: Delete this section in its entirety and replace with the following:

3.7.1 The Owner will secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

1.6 SECTION 7.3; Sections 7.3.3 and 7.3.4: Delete these subparagraphs in their entirety and replace with the following:

7.3.4 If the Contractor does not respond within 10 calendar days, or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributed to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data.

If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination.

The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum amount, properly itemized and substantiated.
2. By unit prices stated in the Contract Documents or subsequently agreed upon.
3. By actual cost and a mutually acceptable fixed or percentage fee.
4. If none of the preceding methods is agreed upon then the total cost of such work shall be based on the Contractor's expenditure or savings and a percentage for overhead and profit.

	EXTRA	CREDIT
(a) Material (attach itemized quantity and unit cost plus sales tax) and equipment.	_____	_____
(b) Labor (attach itemized hours & rates).	_____	_____
(c) Subtotal	_____	_____
(d) Subcontractor's overhead and profit, not to exceed percentage of Line (c) as shown below	_____	_____
(e) Subtotal	_____	_____
(f) General Contractor's overhead, profit and bond premium, insurance		

and supervision not to exceed percentage of Line (e) as shown below _____ _____

(g) Total _____ _____

(h) Number of additional days time extension requested due to this change: _____

OVERHEAD & PROFIT (O&P) PERCENTAGE SCHEDULE

(i) Refer to the O&P Schedule below. The cost of the work does not include the overhead and profit mark-ups.
(ii) For all work, the CONTRACTOR's Bond and Liability Insurance Premium may be added in onto the "Form for EXTRA WORK and/or DEDUCTIVE WORK".
(iii) The O&P Schedule shall be used for "Negotiated Sum" and/or "Time and Materials" work. Unit Price work shall not have the overhead and profit mark-up applied to the work, on the basis that the Unit Price includes overhead and profit margins.

	Work by Subcontractor less than or equal to $2,500	**Work by Subcontractor more than $2,500**	**Work by CONTRACTOR less than or equal to $2,500**	**Work by CONTRACTOR more than $2,500**
Subcontractor Overhead & Profit	**20%**	**15%**		
CONTRACTOR Overhead & Profit	**10%** **Excluding Bond Premium**	**5%** **Excluding Bond Premium**	**15%** **Excluding Bond Premium**	**10%** **Excluding Bond Premium**
Total Overhead and Profit, not to exceed:	**30%**	**20%**	**15%**	**10%**

(iv) For "Negotiated Sum" and "Time and Material" pricing methods, the specified overhead and profit figures are defined and are agreed to include, but not limited to, the following:

a. Home office administration costs
b. Job site administration costs
c. Small tools (Less than $250 capital cost per item)
d. Project staff and company vehicles
e. Change Order preparation, procurement and set-up (including all payroll costs and fringe benefits), estimating, supervising, expediting, drafting and clerical/secretarial services.
f. As-Built Drawing maintenance
g. General Supervision of the work (Direct Supervision may be included)
h. Time & Material documentation procedures
i. The handling, transportation and warehousing of materials other than direct identifiable cost of specific deliveries, or as included in the price of the material.
j. Time Extension request or recovery schedule preparation.

(v) IT IS EXPRESSLY UNDERSTOOD THAT THE VALUE OF SUCH EXTRA WORK OR CHANGES, AS DETERMINED BY ANY OF THE AFOREMENTIONED METHODS, EXPRESSLY INCLUDES ANY AND ALL OF CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM DELAYS TO THE PROJECT, INCLUDING BUT NOT LIMITED TO ACCELERATION, CUMULATIVE AFFECT OF THE CHANGE(S), EXPEDITING THE WORK, ETC.

If the Contractor should claim that any instruction, request, drawing, specification, action, conditions, omission, default or other situation including a Change Order, obligates the Owner to pay additional compensation to the Contractor or to grant an extension of time for the completion of the Contract, or

constitutes a waiver of any provision in the Contract, Contractor shall notify the Owner, in writing, of such claim within 20 days from the date Contractor has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such 20-day period shall be deemed a waiver and relinquishment of the claim against the Owner. If such notice be given within the specified time, the procedure for its consideration shall be as stated hereinbefore.

1.7 SECTION 8.3.1: Add the following sub-subparagraphs:

8.3.1.1 Delays caused by weather shall be reported to the Architect within twenty-four (24) hours by email or fax communication. The date of substantial completion will be extended one day for each and every day (Monday through Friday) in which it is not possible to work six (6) hours during the Contractor's regular workday or between 8:00 a.m. and 5:00 p.m. No monetary compensation will be allowed for delays due to weather.

8.3.1.2 Delays caused by Owner requested/created circumstances shall be reported to the Architect within twenty-four (24) hours by email or fax communication. The date of substantial completion will be extended one day for each and every day (Monday through Friday) in which it is not possible to work six (6) hours during the Contractor's regular workday or between 8:00 a.m. and 5:00 p.m. Should the Owner delay completion of the project by more than (twenty) 20 days, the Contractor will be compensated up to a maximum of four hundred dollars ($400.00) per day for actual, documented loss of monies.

8.3.1.3 Delays caused by weather, Owner created circumstances, and changes in the Work shall be promptly reported to the Architect and documented by Change Order. No delay damages will be considered without proper, timely notification to the Architect. Execution of a Change Order by all parties shall be considered acceptance of the revised date of Substantial Completion and later requests for additional time and/or damages will not be considered.

1.8 SECTION 9.3: Add the following subsections:

9.3.4 Payments to the Contractor on account of the Contract shall be made according to the following schedule including additions and deductions, if any, as hereinafter provided.

9.3.5 Upon assuming the work, the Contractor shall verify through the Architect a proper time for presenting Contractor's monthly request for payments. The first request will be for a sum equal to ninety-five percent (95%) of the value of the work completed since the commencement of the work, and thereafter, upon request, similar payments shall be made equal to ninety-five percent (95%) of the value of the work completed since the commencement of the work, less all previous payments. It is understood that, if payment requests are made in accordance with established time schedule, payments will be processed within thirty (30) days per Public Contract Code, Section 20104.50.

9.3.6 The final payment, if unencumbered, or any part thereof unencumbered, shall be made within sixty (60) days after the date of filing of the Notice of Completion and the architect's certification of final payment per Public Contract Code 7107.

9.3.7 In accordance with Section 22300 of the Public Contract Code of the State of California, Contractor has the option to substitute securities for any moneys withheld by the District to ensure performance under the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Alternatively, the Contractor may request and the District shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor.

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

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any contractor who elects to receive interest on moneys withheld in retention shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor, in accordance with Section 22300.

The escrow agreement used shall be substantially similar to the form presented in Section 22300 of the Public Contract Code.

1.9 SECTION 9.10: Add the following subsections:

9.10.6 Pursuant to Government Code Section 8546.7 all books, records and files of the District, the Contractor, or any subcontractor connected with the performance of this contract involving

the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), are subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this contract. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

9.10.7 This contract shall conform to Section 7103.5(2)(b) of the California Public Contract Code 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 awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

1.10 SECTION 11.1: Add the following subsection:

11.1.1.2: Contractor shall maintain State Worker's Compensation and Employer's Liability in amounts of not less than One Million Dollars ($1,000,000) each accident; One Million Dollars ($1,000,000) Disease, Policy Limit; One Million Dollars ($1,000,000) Disease, Each Employee. Contractor shall maintain policies of general liability insurance (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations and Broad Form Property Damage) for bodily injury and property damage in an amount not less than One Million Dollars ($1,000,000) each occurrence. Property Damage Liability Insurance shall include coverage for the following hazards: X (Explosion); C (Collapse) and U (Underground). Contractual Liability (Hold Harmless Coverage) for bodily injury and property damage shall be in an amount not less than One Million Dollars ($1,000,000) each occurrence. Personal Injury shall be in an amount not less than One Million Dollars ($1,000,000). If the General Liability policy includes a General Aggregate, such General Aggregate shall be not less than One Million Dollars ($1,000,000). Contractor shall maintain automobile liability insurance covering owned, non-owned and hired automobiles in an amount not less than One Million Dollars ($1,000,000) combined single limit. All policies shall contain a provision requiring thirty (30) days written notice to be given to Owner prior to cancellation, modification, or reduction of limits. Cancellation or reductions in coverage below that required by these documents shall be considered grounds for termination of the Contract.

Owner may waive or modify any insurance or bonding requirements at the Owner’s sole discretion.

1.11 SECTION 13.4: Add the following subsections:

13.4.7 Inspection shall be provided as required under C.C.R., Title 24, current edition. All inspection costs will be paid for by the District, including special inspection required by Title 24. Refer to applicable sections of the Specifications for variations in payment for this type of inspection; certain inspection costs beyond limitations set up within the Specifications, however, will be backcharged to the Contractor. Refer to applicable sections for costs in connection with special inspection.

13.4.8 Inspector will be employed by the Owner, and approved by the Architect, Structural Engineer and the Division of the State Architect [Office of Statewide Health Planning and Development]. All work shall be liable to inspection and the Inspector shall have full access to review all work during all working times. The Contractor shall furnish the Inspector with any information necessary to fully inform him of conditions. Inspection does not relieve the Contractor from fulfilling the requirements of the Contract.

13.4.9 Whenever the Contractor arranges to work at night or any time when work is conducted other than the normal 40-hr. week, or to vary the period during which work is carried on each day, Contractor shall give the Owner a minimum of 48 hr. notice so that inspection may be provided. Such work shall be done without extra compensation to the Contractor. Additional inspection costs incurred because of overtime or night work shall be paid by the Owner and backcharged to the Contractor.

13.4.10 Authorized representatives and agents of State and Federal Governments shall be permitted to inspect all work, materials, payrolls, records, and shall be given access to site at all times for such inspection.

13.4.11 Tests of materials as shall be made as required under Title 24, California Code of Regulations. Owner shall pay for all tests, except retests due to defective materials, or additional tests required due to substitutions of materials. Such substitutions must be approved by the Architect.

13.4.12 When billing laboratory tests and inspection, the Testing Laboratory will identify backchargeable items as such on each invoice, copy of which invoice shall be furnished to the General Contractor for information purposes. The total amount of the invoice will be paid

by the Owner and backchargeable items will be deducted from the current request for payment when presented by the General Contractor.

1.12 SECTION 13.5 - INTEREST: Delete in its entirety.

1.13 ADDITIONS TO THE GENERAL CONDITIONS:

A. California Code of Regulations Requirements: All construction shall comply with rules and regulations set forth in California Code of Regulations (CCR), latest edition, as follows: Title 19 CCR, Public Safety, State Fire Marshal Regulations; Title 24 CCR, Part 1 - Building Standards Administrative Code; Title 24 CCR, Part 2 - California Building Code, Volumes 1 & 2 (CBC); Title 24 CCR, Part 3 - California Electrical Code (CEC); Title 24 CCR, Part 4 - California Mechanical Code (CMC); Title 24 CCR, Part 5 - California Plumbing Code (CPC); Title 24 CCR, Part 6 - California Energy Code; Title 24 CCR, Part 7 - Elevator Safety Construction Code; Title 24 CCR, Part 8 - California Historical Building Code; Title 24 CCR, Part 9 - California Fire Code (CFC); Title 24 CCR, Part 10 - California Existing Building Code; Title 24 CCR, Part 11 - California Green Building Standards Code; and Title 24 CCR, Part 12 - California Referenced Standards Code. A latest copy of Title 24 shall be kept on the work site at all times during construction.

B. Wage Rates:

1. Pursuant to Labor Code Section 1770 et seq., each laborer or mechanic of Contractor or any Subcontractor engaged in work on the Project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such laborers and mechanics.
2. Any laborer or mechanic employed to perform work on the Project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.
3. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor may pay any wage rates in excess of the applicable rates contained in this Contract.
4. Pursuant to Labor Code Section 1775, the Contractor as a penalty to the Owner shall forfeit $50.00 for each calendar day, or portion thereof for each worker paid less than prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
   An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Section 1770 - 1775.
5. Copies of the applicable prevailing wage rates are on file with the Owner, and they are available to any interested party on request.

C. Legal Day's Work: In accordance with the provisions of Articles 1 and 3 of Chapter 1, Paragraph 7, Division II, of the Labor Code of the State of California, no worker in the employ of the Contractor or any subcontractor doing or contracting to do any part of the work contemplated by this Agreement shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours during any one calendar week, except as provided in Section 1815 of the State Labor Code. The Contractor and each subcontractor shall keep an accurate record showing the name and actual hours worked by each worker employed on the work contemplated by this Agreement, which report shall be kept open at all reasonable hours to the inspection of the Owner and to the Division of Labor Law Enforcement; and said Contractor shall forfeit, as a penalty to the Owner, the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this Contract, by him or by any subcontractor, for each calendar day during which worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as provided in Section 1815 of the Labor Code for the recovery of said penalty.

D. Subcontracts:

1. The Owner will deal only through the Contractor, who shall be responsible for the proper execution of the whole work. Subletting the whole or any part of the Contract shall be done only in accordance with the provisions of Sections 4100 through 4114, inclusive, of the California Public Contracts Code, which states that the Contractor shall not, without the consent of the Owner, either:
   a. Substitute any persons as subcontractors in place of the subcontractors designated in the original bid.
   b. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
   c. Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the bid as to which the original bid did not designate a subcontractor.

2. Should the Contractor violate any of the provisions of said Sections 4100 to 4114, inclusive, of the Public Contract Code, so doing shall be deemed a violation of this Contract, and the Owner may (l) cancel the Contract, or (2) assess the Contractor a penalty in the amount of not more than ten percent (10%) of the amount of the subcontract involved, or (3) both cancel the Contract and assess the penalty.

E. Assignment: The Contractor shall, under no circumstances, assign this Contract without the written permission of the Owner.

F. Liquidated Damages: The number of calendar days required to complete the project is listed in the "Bid Form" and the "Agreement", and, because actual damages for delay in completion of the work cannot be determined, the amount, if any, that may be assessed as liquidated damages for each day's delay beyond the scheduled completion date is also stated on the "Bid Form" and the "Agreement".

G. Anti-Discrimination: The successful bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, ancestry or national origin. The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

* * *

Section 00 83 00
CONSTRUCTION CLAIMS

1.1 GENERAL:

A. SUMMARY: This contract is subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the California Public Contract Code, a copy of which is attached hereto (Paragraph C. below) and incorporated herein by reference. Those provisions provide a process utilizing informal conferences, nonbinding judicially supervised mediation and judicial arbitration to resolve disputes on construction of $375,000 or less. General Conditions Articles 4.3 and 4.5, among others, and relevant portions of the Supplementary Conditions are modified by these provisions of the Public Contract Code.

B. CLAIM:

1. A claim means a separate demand by the contractor for (a) time extension, (b) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District. The claim shall be in writing and include the documents necessary to substantiate the claim. The claim must be submitted prior to the date of final payment within the time limits set forth in Section 20104.2. The District may respond to the claim within the time limits set forth in Section 20104.2. If the claim remains in dispute, the parties are obligated to meet and confer for the purposes of settlement of the dispute.
2. If the dispute is not settled following the meet and confer process, the contractor may file a claim pursuant to provisions of the Government Code. The court shall submit the matter to nonbinding mediation. If the matter remains in dispute, the case will be submitted to judicial arbitration as set forth in Section 20104.4.

C. PUBLIC CONTRACT CODE: ARTICLE 1.5: Section 20104 of Chapter 1 of Part 3 of Division 2.

Article 1.5 - Resolution of Construction Claims

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied, as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6 (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

* * *

Division 01 - GENERAL REQUIREMENTS

Section 01 10 00
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY:

A. Summary of Work:

1. General: Construction of this Project is governed by the agreement between the Owner and the Contractor. Statements in the specifications are directed to this Contractor, who has overall responsibility for the Subcontractors.
2. Work Covered by Contract Documents: Under a single contract construct Twain Harte School, Stormwater Enhancement Project - Phase 1 in Twain Harte, Tuolumne County, California, in conformance with Drawings and Specifications prepared by Aspen Street Architects, Inc., Angels Camp, California, and bound herewith.
3. Work by Owner: Owner-furnished, Owner-installed items; prior or concurrent Work by Owner or others.
4. Access to Site: Roads for access to and from building site, loading areas and parking space shall be as indicated. Confine traffic and materials delivery to these roads and locations.
5. Coordination with Occupants: Do not interfere with Owner's activities in and about existing facilities. Disruption of Owner's operations will be acceptable only with prior agreement with the Owner. Ten (10) days minimum notice will be required, including establishment of a firm schedule for operations.
6. Use of Site[Premises]: Confine operations at the site[premises] to areas permitted by law, ordinances, permits and the Contract Documents; do not unreasonably encumber the site[premises] with materials or equipment.

B. Substitution Procedures:

1. General: Changes in products, materials, equipment, and methods of construction required by the Contract Documents that are proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The “Substitution Request Form” provided in the APPENDIX at the end of this Project Manual. Submit one (1) electronic copy (PDF) of completed and signed Substitution Request with required substantiating data. If necessary, the Architect will request additional information or documentation for evaluation within one (1) week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within two (2) weeks of receipt of the request, or one (1) week of receipt of additional information or documentation, whichever is later. Acceptance of substitutions requested after award of the Contract will be in the form of a Change Order.
2. Product Substitution Procedures: Provide product identification; manufacturer's name and address; manufacturer's literature including product description, performance and test data and all reference standards; samples; and name and address of similar projects using the product, including dates of installation and names of Architect and Owner. Submit a side-by-side, item-by-item comparison of all characteristics of the specified product and the proposed product. Provide statement of effect of substitution on construction schedule. Submit cost data comparing proposed substitution with specified product and amount of net change to Contract Sum. Architect's acceptance of product as "equal" or as a substitution does not relieve Contractor from responsibility for compliance with requirements of any portion of Contract Documents; Contractor shall be responsible, at Contractor's own expense, for any changes in other parts of the Work which may be caused by such substitution.

C. Contract Modification Procedures:

1. General: Changes in the work shall be accomplished in accordance with the California Code of Regulations - Title 24, other applicable codes and the Conditions of the Contract.
2. Construction Change Directives: Issued by Architect, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
3. Proposal Requests: Architect may issue a Proposal Request on AIA Document G709 - Proposal Request, which includes a detailed description of a proposed change in the Work. Contractor will prepare and submit an estimate within ten (10) days.
4. Change Order Requests: Contractor may propose a change by submitting a written request to the Architect, describing the proposed change and its full effect on the Work; include a statement describing the reason for the change, the effect on the Contract Sum/Price and Contract Time with full documentation, and a statement describing the effect on work by separate or other contractors. Document any requested substitutions in accordance with paragraph 1.1.B above.

5. Change Orders: Issued by Architect to order changes to the work which involve a change in Contract Price and/or Contract Time, on AIA Document G701 - Change Order, signed by Architect, Owner and Contractor.

D. Request for Information (RFI): Submit one (1) copy of request for information, interpretation and/or clarification to the Architect on the Information Request Form, provided in the APPENDIX at the end of this Project Manual, promptly upon identification of need, and in reasonable time so as not to affect the progress of the Work. Allow fourteen (14) calendar days after receipt by Architect for review. If more than ten (10) requests are received within one (1) calendar week, the Architect will specifically schedule and extend response time as required to accomplish the reviews.

E. Payment Procedures:
1. General: Submit PDF of notarized original of each Application for Payment. Submit at intervals stipulated in the 00 53 10 - OWNER-CONTRACTOR AGREEMENT.
2. Schedule of Values: Submit typed schedule on AIA Document G702 - Application and Certificate for Payment and AIA Document G-703 Continuation Sheet For G702. Contractor's standard form of electronic media printout will be considered as an alternative. Use the Table of Contents of this Project Manual as the basis for format for listing costs of work specified in Divisions 02 through 49.
3. Progress Payment Procedures: Prepare itemized applications on AIA Document G702 - Application and Certificate for Payment and AIA Document G-703 Continuation Sheet For G702. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products. List each authorized Change Order as an extension on AIA G-703 Continuation Sheet For G702, listing Change Order number and dollar amount as for an original item of work.

1.2 ADMINISTRATIVE REQUIREMENTS:

A. Project Management and Coordination:
1. General: Coordinate scheduling, submittals, and Work of the various sections of these Specifications to assure the efficient and orderly sequence of installation of each part of the Work.
2. Project Coordination: Coordinate construction operations included under different sections that depend on each other for proper installation, connection, and operation. Submit written procedures for Project communications including submittals, reports and records, schedules, coordination drawings, and recommendations. Communications between the Owner, Contractor and Inspector shall be through the Architect.
3. Project Meetings: Schedule and administer meetings throughout progress of the Work at biweekly intervals with job superintendent, major subcontractors and suppliers, and the Architect in attendance, as appropriate to agenda topics for each meeting. Prepare agenda with copies for participants, preside at meetings, and distribute copies of minutes within two (2) days to the participants and those affected by decisions made.

B. Construction Progress Documentation:
1. General: Provide preliminary construction schedule, contractor's construction schedule, submittals schedule, construction progress reports, material location reports, field condition reports, special reports in PDF form as required, and construction photographs.
2. Scheduling of Work: Within fifteen (15) days after award of the Contract, submit to the Architect estimated construction progress schedules for the Work, with sub-schedules of related activities essential to its progress. Provide sequence of listings in chronological order from the start of each item of Work. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors. Submit revised progress schedules periodically.
3. Construction Progress Schedule: Prepare Schedule as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first work day of each week.
4. Submittals Schedule: Submit PDF of schedule for submission of submittals requiring action by the Architect, with the information arranged in a tabular format including scheduled date for first submittal, specification Section number and title, submittal category (action or informational), name of subcontractor, description of the Work covered and scheduled date for Architect's final release or approval.

C. Submittal Procedures:
1. General: Submit certificates, shop drawings and product data/material lists, manufacturer’s instructions, and samples where required for all products, systems and assemblies specified on required “Submittal” cover sheet is attatched in the APPENDIX at the end of Project Manual. Make submittals as required to cause no delay in the orderly progress of work, layout or fabrication under Contract, due allowance being made for checking by the Architect and for such corrections, resubmission and rechecking as may be necessary. Do not commence work requiring submittals until review by Architect has been completed. Architect's review will be for general conformance with the Contract Documents. Review does not relieve Contractor from responsibility for coordinating work of various trades and compliance with requirements of

Contract Documents for lengths, fit and other details, or from furnishing materials and work required by contract which may not be indicated on submittals when reviewed. Review does not authorize changes from Contract requirements.

2. Certificates: Where specifically indicated by individual Sections, submit certification of recognized producer or association.
3. Shop Drawings: Submit manufacture and installation details, including fastenings, for review. Make drawings legible and complete in every respect. Show relationship to adjacent structure or material; clearly identify all field dimensions.
4. Product Data: Provide manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data. Clearly mark each copy; identify required materials, products or models.
5. Samples: Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Submit manufacturer's full range of standard colors, patterns and textures.
6. Submission Requirements: Submit electronic copy (PDF) of certificates, shop drawings and product data/material lists and manufacturer's instructions. Where required, provide manufacturer’s standard color/pattern samples for selection. Submit with cover sheet giving the Project name and number; submission date and revision dates; names of Architect, Contractor, Subcontractor, and identify submittal with manufacturer’s name, product name or model number and supplier.

1.3 QUALITY REQUIREMENTS:

A. Regulatory Requirements:
   1. General: Work of this Project shall conform to California Building Code (CBC), current edition with applicable amendments and the following:
   2. Jurisdictional Agencies: Jurisdictional requirements as adopted by enforcing agencies.
      a. Americans with Disabilities Act (ADA) - Standards, Latest Edition, Civil Rights Division, Office on the Americans with Disabilities Act, U.S. Department of Justice.
      b. U. S. Environmental Protection Agency (EPA), Laws and regulations.
      c. California Environmental Protection Agency (CalEPA): State regulations and standards.
      d. California Integrated Waste Management Board: Sustainable Building Guidelines and Construction and Demolition Debris Recycling.
      e. California State Water Resources Control Board (SWRCB): SWPPP Standards.

B. References: References are to various standard specifications, codes, practices, and requirements for materials, work quality, installation, inspections and tests, which are published and issued by the organizations, societies and associations listed in individual specification Sections by abbreviation and name. Obtain copies of referenced standards direct from publication sources as needed for proper performance and completion of the Work. References to established Standards mean and include the latest edition of such Standards, as of the date of issue of this Specification.

C. Definitions: The definitions of words and abbreviations used in these Specifications are given in "The American Heritage Dictionary of the English Language".

D. Quality Assurance:
   1. General: Perform work in accordance with the Drawings, reviewed and accepted shop drawings, and the Specifications, with quality of work conforming to the highest established standards and practices of the various trades involved. Installers specializing in the work of the various sections shall be manufacturer approved and have minimum three (3) years documented work experience in procedures required. Install and erect Work plumb, level, square, and true, or true to indicated angle, and in proper alignment and relationship to other work. Unless otherwise indicated or specified, manufactured materials, products, processes, equipment, systems, and assemblies will be required to be erected, installed, or applied in accordance with the manufacturers' latest instructions, directions, or specifications applicable to conditions similar to those at the project site. Finished Work shall be free from defects and damage as specified and to the satisfaction of the Architect. The Architect reserves the right to reject materials and work quality which does not meet accepted standards. Rejected material or work quality will be repaired or replaced, as directed, at no additional cost to the Owner.
   2. Tolerances: Adjust products to appropriate dimensions; position before securing in place. Monitor and control tolerances of installed products to produce acceptable Work.

E. Testing and Inspection Services:
   1. Testing Laboratory: Owner will employ and pay for services of an independent testing laboratory to perform specified testing. Testing laboratory shall be approved by the Architect[and DSA]. Coordinate the sequence of activities to accommodate required services with a minimum of delay and avoid the necessity of removing and replacing construction to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities. Testing laboratory will be required to submit an electronic copy (pdf) of the certified written report, of each inspection, test, or similar service.

2. Requirements: Testing laboratory inspection, sampling and testing is required under Sections 31 20 10 - EARTHWORK; 32 13 13 - CONCRETE PAVING.

F. INSPECTION SERVICES:
1. General: Inspection shall be provided as required under CCR, Title 24, current edition. All inspection costs will be paid for by the Owner, including special inspection required by CCR, Title 24. Refer to applicable sections of the specifications for variations in payment for this type of inspection; certain inspection costs beyond limitations set up within the specifications, however, will be backcharged to the contractor. Refer to applicable sections for costs in connection with special inspection.
2. Inspector: Inspector will be employed by the Owner, and approved by the Architect, Structural Engineer and the Division of the State Architect. All work shall be liable to inspection and the inspector shall have full access to review all work during all working times. The Contractor shall furnish the Inspector with any information necessary to fully inform him of conditions. Inspection does not relieve the Contractor from fulfilling the requirements of the contract.
3. Overtime: Whenever the Contractor arranges to work at night or any time when work is conducted other than the normal 40-hour week, or to vary the period during which work is carried on each day, he shall give the Owner a minimum of 48 hours' notice so that inspection may be provided. Such work shall be done without extra compensation to the Contractor. Additional inspection costs incurred because of overtime or night work shall be paid by the Owner and backcharged to the Contractor.
4. Government Representatives: Authorized representatives and agents of state and federal governments shall be permitted to inspect all work, materials, payrolls, records, and shall be given access to site at all times for such inspection.

1.4 TEMPORARY FACILITIES AND CONTROLS:

A. General: Furnish and install temporary facilities and controls as specified, plus other unspecified temporary facilities, including materials, services, utilities, and equipment, as may be required for proper performance of the contract.

B. Temporary Utilities:
1. Temporary Electricity: Owner will provide temporary power free of charge from existing outlets, as shown. Provide temporary electrical power and facilities necessary to supply lighting for work operations and power for power driven tools and testing.
2. Temporary Telecommunications: Provide telephone for use of the Contractor, Architect, subcontractors and suppliers. Provide and pay service charges for a cellular telephone and/or pager for use of Contractor's Superintendent. Provide internet access and e-mail capability at the job site.
3. Temporary Water: Owner will provide and pay for water from existing source(s) on site, as shown. Provide temporary connections to source and sufficient hose or pipe to carry water to all required locations.

C. Construction Facilities:
1. Temporary Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

D. Construction Aids:
1. General: Erect, equip, operate, and maintain construction equipment per applicable statutes, laws, ordinances, rules, and regulations of jurisdictional authorities and insurance companies regarding safety, operation and fire hazard.
2. Temporary Hoists: Provide and maintain hoists per Safety Orders of State of California, Division of Industrial Safety, until work is completed or until no longer required for access to construction.
3. Temporary Scaffolding and Platforms: Provide and maintain scaffolding, staging, runways, and similar equipment, as required. Coordinate furnishing and use with subcontractors.

E. Vehicular Access and Parking:
1. General: Use identified entrances, access roads, and parking, as shown, or as directed. Maintain roads in satisfactory condition during Contract; repair damage resulting from work of this Project, as required, to leave in condition equal to that existing at start of Work.
2. Storage and Staging Areas: On-site storage and work areas will be identified by the Architect, for the Contractor's use, subject to change as necessary as job progresses. Enclose with fences and gates as required for security.

F. Temporary Barriers and Enclosures: Provide and maintain barricades, fencing, shoring, pedestrian walkways including lights and other safety precautions to guard against personal injury and property damage as prescribed by jurisdictional authorities, including insurance companies.

G. Temporary Controls:
1. General: Temporary Dust Control: Use sprayed water to control dust from outdoor operations, as required.

2. Temporary Noise Control: Minimize noise caused by work operations. To extent possible, schedule accomplishment of noisy construction operations to hours during which adjacent building occupants will be least inconvenienced.
3. Temporary Tree and Plant Protection: Install temporary fencing located as shown to protect vegetation and outside the drip line of trees to protect from construction damage. Protect tree root systems from damage, flooding, and erosion.

H. Project Identification: No signage required; Contractor's name may be placed on field office and equipment.

1.5 PRODUCT REQUIREMENTS:

A. Common Product Requirements:
1. General: Provide products as shown and specified per Contract Documents. Within fifteen (15) days after award of contract, submit a complete list of products intended for use on the Project. Tabulate list by Section Number, giving the trade name, name of the manufacturer, and model number or catalog designation of each product, and include products specified by reference standards and alternate products proposed for substitution.
2. Products Specified by Reference Standards: Contractor may select any product which meets the requirements set by the standard, and which may be made by any manufacturer.
3. Specified Products and Alternate Manufacturers: Wherever catalog numbers and specific brand or trade names are used in conjunction with a designated material, product, thing or service mentioned in the specifications, they are used to establish the standards of quality, utility and appearance required. The "specified product" will be understood to be the basis for the project design and shall be considered to be followed by the term “or accepted equal”. Comparable products will be considered if equal in quality, utility and appearance but must satisfy submittal requirements specified in Paragraph 1.2.C of this Section.
4. Accepted Equal: Contractor may request acceptance as "equal" any material, process, or product of unnamed manufacturer through use of the Substitution Request specified in Paragraph 1.1.b of this Section. Requirements of that Paragraph must be satisfied. Acceptance as "equal" will be the decision of the Architect; if the material, process or product is not, in the opinion of the Architect, equal in quality, utility and appearance to that specified, Contractor must furnish material, process or product specified.

B. Product Delivery Requirements: Schedule delivery of materials to the site at such time as required for proper coordination of the work. Receive materials in manufacturer's unopened packages and bearing manufacturer's label. Handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

C. Product Storage and Handling Requirements: Provide a secure location and enclosure at Project site for storage of materials and equipment, adequately protected from damage and exposure to the elements.

D. Examination and Preparation: Verify existence and location of site improvements and other construction indicated as existing and the location and points of connection of utility services.

1.6 EXECUTION AND CLOSEOUT REQUIREMENTS:

A. Execution Requirements:
1. Mobilization: Coordinate the use of the site and facilities. Allocate mobilization areas of site; allow for field offices and sheds, access, traffic, and parking facilities.
2. Acceptance of Conditions: Carefully examine sub-surfaces and take field measurements; report defects and discrepancies between plan and field dimensions to Architect. Starting of work implies acceptance of conditions as they exist.
3. Environmental Requirements: Verify that ambient temperature and moisture content are within limits of material and equipment manufacturers' instructions.
4. Construction Layout: Locate and lay out site improvements, control lines and levels for structures, foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
5. Protection of Adjacent Construction: Provide adequate temporary centering, bracing, and shoring for protection of structure during construction. Protect non-ferrous metal work throughout construction period; protect materials from damage during adjacent construction activities.
6. Installation; General: Install products in conformance with referenced standards, manufacturer's written directions, as shown, and as specified.
7. Installation of Embedded Items: Coordinate delivery and placement of items embedded in work.
8. Installation of Operating Equipment: Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate Work of various contractors having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

9. Installation of Mechanical and Electrical: Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of structure. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
10. Installation of Pipes, Ducts, Conduit, Fixtures and Outlets: In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
11. Starting and Adjusting: Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
12. Progress Cleaning: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly.
13. Site Maintenance: Maintain Project site free of waste materials and debris.
14. Protecting Installed Construction: Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion. Comply with manufacturer's written instructions for temperature and relative humidity.

B. Cutting and Patching:
   1. Description: Provide all cutting, fitting and patching, including excavation and backfill as required, to complete the Work or to accomplish the following: make several parts fit together properly; uncover portions of the Work to provide for installation of work not installed in the proper sequence of construction; remove and replace defective and non-conforming work; remove samples of installed work for testing, and as identified in individual sections of the specifications; provide penetrations of non-structural surfaces for installation of piping and conduit; install specified work in existing Construction.
   2. Submission: Submit written request to the Architect in advance of executing any cutting or alteration to the following affected items: work process of the Owner or any separate contractor; structural value or integrity of any element of the Project; integrity or effectiveness of weather-exposed or moisture-resistant elements or systems; efficiency, life, maintenance or safety of operational elements; visual qualities of sight-exposed elements.
   3. Materials: Match existing materials for cutting and patching work with new materials conforming to project requirements.
   4. Inspection: Inspect existing conditions; include elements subject to damage or movement during cutting and patching. After uncovering work, inspect conditions affecting the installation of products, or performance of work. Report unsatisfactory or questionable conditions; do not proceed with work until Architect has provided further instructions.
   5. Preparation: Prevent damage to other work; provide proper surfaces to receive installation of repairs.
   6. Performance: Perform work with workers skilled in the trades involved; make patches, seams and joints durable and inconspicuous. Execute fitting and adjustment of products to provide a finished installation complying with specified products, functions, tolerances and finishes. Restore work which has been cut or removed; install new products to provide completed work as shown and specified. Refinish entire surfaces as necessary to provide even finish to match adjacent finishes: continuous surfaces to nearest intersection; entire unit of assembly.

C. Construction Waste Management and Disposal: Comply with the California Department of Resources Recycling and Recovery (CalRecycle) recommendations contained in their guidelines for Construction and Demolition Debris Recycling. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. Burning and burying of materials is not allowed.

D. Closeout Procedures:
   1. General: Perform operations necessary for and incidental to closing out the Contract and assisting in obtaining Project acceptance by the Owner.
   2. Final Cleaning: Remove marks, stains, fingerprints, dust, dirt, and paint drippings resulting from work of this Project. Wash tile, plumbing and other fixtures clean; polish hardware and other unpainted metals. Remove temporary labels, tags and paper covering. Perform specified cleaning, polishing, sealing, waxing, and other finish operations required for acceptance of work by the Owner.
   3. Completion and Correction List: Notify Architect when Contractor considers the Project complete enough to prepare a punch list. Architect will conduct his inspection to determine if project is substantially complete in accordance with Document 00 70 00 - GENERAL CONDITIONS.

4. Operation and Maintenance Data: Incorporate in Maintenance/Operating Manual(s) brochures, manufacturer's catalogs and written instructions for equipment and materials needing regular care or maintenance. Provide one (1) complete copy of each manual required.
5. Final Site Survey: Provide a Record Survey prepared by registered Land Surveyor. Review and acceptance by Architect required before placement of landscape backfill materials. Show subgrade elevations on a 25'-0" grid; drainage swales with flow line elevations at 25'-0" intervals.
6. Warranties: Submit in conformance with the requirements of Document 00 70 00 - GENERAL CONDITIONS and as required in the individual sections of this Project Manual. Duration of guarantees shall be a minimum of one (1) year unless otherwise stated in the individual sections of this Project Manual. Guarantee periods shall commence on the official date of acceptance by the Owner of the Project.
7. Project Record Documents: Record documents shall be kept up-to-date at all times. Verify that record documents accurately show work completed to date before approval of pay requests. Architect will furnish digital media or reproducable transparencies to the Contractor. At time of installation, record installed locations of underground, drainage, plumbing and electrical work, including storm drain grate and invert elevations, and review with Inspector. Transfer installed locations to reproducible digital media and submit Inspector-approved digital media to Architect. Emphasize changes entered on digital media by drawing "clouds" around changed items. Note Construction Change Directive numbers, Change Order numbers, and similar identification where applicable. Locate installed work, including stubs for future connections, with reference to permanent landmarks or buildings and indicate depth below finish grade. Use same symbols and designations as shown on Contract Documents.
8. Extra Stock Materials: Deliver one (1) percent or a minimum of one full container of each kind and type of unit finish material installed, unless otherwise specified. Package materials with protective covering and identify with labels describing contents.
9. Demonstration and Training: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Provide instruction at mutually agreed-on times.[For equipment that requires seasonal operation, provide similar instruction at the start of each season.]
10. Project Acceptance: After requirements preparatory to project acceptance have been completed, Contractor shall notify Architect in writing that the Work is ready for final inspection; provide minimum three (3) days' advance notice of desired date for inspection. Contractor, or his agent authorized to act in his behalf, shall accompany the Architect on the final inspection, as well as any principal subcontractors requested by the Architect.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

* * *

SUBSTITUTION REQUEST FORM

TO: Aspen Street Architects, Inc.

PROJECT: Twain Harte School, Stormwater Enhancement Project - Phase 1

SPECIFIED ITEM: _____

Section No.: ____ **Page No.:** ____ **Paragraph No.:** ____ **Description:** _____

Reason for Request: _____

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____

_____

Attached data includes product description, specifications, drawings, photographs, performance and test data required for evaluation of request; applicable portions of data are clearly identified.
Attached data also includes a description of changes to Contract Documents which proposed substitution will require for its proper installation.
The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. **The proposed substitution does not affect dimensions shown on drawings.**
2. **The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.**
3. **The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.**
4. **Maintenance and service parts will be readily available for the proposed substitution.**

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by: _____

Signature: _____

Contractor: _____

Address: _____

_____

Date: _____ **Telephone:** _____

Attachments: _____

_____

_____

_____

_____

_____

_____

_____

_____

For use by Architect:

[ ] Accepted.
[ ] Not Accepted.
[ ] Accepted as noted.
[ ] Received too late.

By: _____

Date: _____

Remarks: _____

_____

_____

_____

_____

_____

_____

_____

_____

REQUEST FOR INFORMATION

PROJECT NAME: Twain Harte School, Stormwater Enhancement Project - Phase 1 Twain Harte, California	JOB NO. 224102.00 RFI NO.

TO: Aspen Street Architects, Inc. 494 North Main Street Angels Camp, California	FROM:

SUBJECT:

CATEGORY:

- ☐ NEED FOR CLARIFICATION
- ☐ UNFORESEEN CONDITION
- ☐ CONFLICT WITHIN DOCUMENTS
- ☐ OMISSION
- ☐ COORDINATION PROBLEM
- ☐ OTHER _____

SPEC. SECTION	PARAGRAPH NO.	DRAWING NO.	DETAIL NO.

DESCRIPTION:

CONTRACTOR'S PROPOSED RESOLUTION:

☐ ATTACHMENTS:

☐ COST IMPACT: $_____ EST. ☐ TIME IMPACT: _____ EST.

CONTRACTOR SIGNATURE:	DATE:

RESPONSE:

☐ ATTACHMENTS:

ARCHITECT SIGNATURE:	DATE:

SUBMITTAL COVER SHEET

PROJECT NAME Twain Harte School Stormwater Enhancement - Ph. 1	JOB NO. 224102.00	SECTION NO. _____	SUBMITTAL NO. _____

SUBCONTRACTOR

NAME:

ADDRESS:

PHONE:

CONTACT:

CONTRACTOR CERTIFICATION

I hereby certify that I have reviewed the attached, and have verified field requirements and compliance with the Contract Documents.

CONTRACTOR:

ADDRESS:

SIGNED:_____ **DATE:** _____

SUBMITTAL DESCRIPTION

RESUBMITTAL? NO [ ] YES [ ] OF PREVIOUS SUBMITTAL NO. _____

SUBMITTAL HISTORY

DATE REC'D. FROM CONTR.	CONSULTANT REVIEW [ ] Civil [ ] Mechanical [ ] Structural [ ] Electrical [ ] Landscape [ ] Other Date Sent: _____ Date Due: _____ Date Rec'd.: _____	DISTRIBUTION DATE _____ Copies to: Contr. _____ Insp. _____ File _____ Owner _____ Other _____

REMARKS:

ASPEN STREET ARCHITECTS, INC. STAMP
STAMP

ASPEN STREET ARCHITECTS, INC

Angels Camp, California 95222

494 North Main Street **(209) 736-0882**

Section 01 52 00
CONSTRUCTION FACILITIES

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

A. Temporary sanitary facilities, parking areas, temporary fencing, and security.

1.02 RELATED SECTIONS

A. SECTION 01 52 05, CONSTRUCTION STAGING AREAS
B. SECTION 01 74 14, CLEANING

1.03 TEMPORARY SANITARY FACILITIES

A. The Contractor may use the school restrooms or temporary restrooms provided based on guidance from Twain Harte CSD.
B. If the Contractor deems it necessary to provide temporary sanitary facilities for this project, the Contractor shall locate the sanitary facilities in an area approved by the authorities having jurisdiction and maintain these facilities in a clean and sanitary condition during the work. Ensure the sanitary facilities are supplied with toilet paper, hand drying towels, and other related supplies.
C. Upon completion of the work, any temporary sanitary facilities shall be disinfected and removed from the site.

1.04 PARKING AREAS

A. Parking is per Owners Representative's direction. Off-site parking shall not interfere with existing community parking or traffic conditions.

1.05 TEMPORARY FENCING

A. The Contractor shall furnish, construct, maintain, and later remove temporary fencing around the jobs site as needed to provide site security (e.g., security of equipment, materials, and improvements) and to protect and keep safe the public from construction and unfinished improvements.
B. Any temporary fencing that is damaged from any cause during the progress of the Work shall be repaired or replaced by the Contractor at no additional cost to the Twain Harte Community Services District (CSD).
C. When no longer required for the work, temporary fencing shall be removed from the site. Removed fencing shall become the property of the Contractor.
D. Holes caused by the removal of temporary fences shall be properly filled to match adjacent surfaces.

1.06 SECURITY

A. Damaged, lost, or stolen materials or equipment shall be replaced by the Contractor at no additional cost to the CSD.
B. The Twain Harte CSD assumes no responsibility for loss of materials and equipment during the Work.
C. The Contractor shall repair any improvements damaged during the course of the work due to failure to appropriately secure the site.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 DEMOLITION

A. Remove base, asphalt, and concrete within the project site to the subgrade per plans.
B. Concrete removal includes the removal of any steel reinforcement embedded within the concrete. Legally dispose of removed concrete offsite.
D. When applicable, backfill and compact depressions caused by excavations, demolition, and removal in accordance with the requirements outlined in SECTION 31 00 00, EARTHWORK.

3.02 SALVAGE

A. Relocate existing north shed at School Building to an alternate location as determined by Owners Representative. Other items or materials to be salvaged shall be identified on the construction drawings and maybe used subject to Owner's Representative approval.

B. Repair or replace with new material, salvaged material damaged or destroyed due to Contractor's negligence, as determined by Owner's Representative.

3.03 DISPOSAL OF REMOVED MATERIALS AND DEBRIS

A. Dispose of removed materials, waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by the Twain Harte CSD.

B. Burying trash and debris on site will not be permitted. Similarly, burning of trash and debris at the site will not be permitted.

C. Removed materials, trash, and debris shall become the property of the Contractor and shall be removed from the site and be disposed of in a legal manner. Location of the disposal site and length of haul shall be the Contractor's responsibility.

END OF SECTION

Section 01 52 05
CONSTRUCTION STAGING AREAS

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES
- A. Contractor staging area requirements.

1.02 RELATED SECTIONS
- A. SECTION 01 52 00, CONSTRUCTION FACILITIES
- B. SECTION 01 74 14, CLEANING

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 CONTRACTOR STAGING AREAS
- A. The Contractor shall only use site areas designated by the Twain Harte CSD for the Work.
- B. The Contractor shall not block access to/from the adjacent properties, fire station or any emergency vehicle access lane unless specifically granted by the Twain Harte Community Services District (CSD).
- D. The Contractor shall keep the staging area clear of trash and debris and in neat order.

END OF SECTION

Section 01 74 14
SITE CLEANING

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES
- A. Cleaning and cleanup during construction.
- B. Debris disposal.
- C. Final site cleanup.

1.02 RELATED SECTIONS
- A. SECTION 01 52 00, CONSTRUCTION FACILITIES
- B. SECTION 01 52 05, CONSTRUCTION STAGING AREA
- C. SECTION 02 41 00, DEMOLITION

1.03 CODES AND STANDARDS
- A. Title 17, California Code of Regulations, Division 3, Chapter 1, Subchapter 8.5, Article 2, Regulation for Reducing VOC Emissions from Consumer Products.

1.04 CLEANING AND CLEANUP DURING CONSTRUCTION
- A. The project site, including the Contractor's work and storage areas, shall be kept in a neat, clean, and orderly condition during the course of the Work. The Contractor shall conduct generally daily clean-up and disposal tasks. Such tasks include the removal of waste, trash, rubbish, and debris away from the site.

1.05 DISPOSAL OF DEBRIS
- A. The Contractor shall dispose of all waste, trash, rubbish, and debris in accordance with applicable laws and ordinances and as prescribed by the Twain Harte CSD. The Contractor shall bury no waste material or debris on the project site or burn any trash or waste on the site.
- B. The Contractor is responsible for identifying an acceptable disposal site for waste, trash, rubbish, and debris.

1.06 FINAL SITE CLEANUP
- A. Upon completion of the Work, ensure the site is in a clean, neat, and acceptable condition. Remove all construction waste, unused materials, loose rock and stones, excess soil, and debris.
- B. Ensure all existing and new drainage systems are free of debris and damage.
- C. Clean and protect all conduit openings.
- D. Upon completion of the Work, the Contractor shall remove all markings made during the course of the Work from streets, sidewalks, walls, or any other infrastructure owned by the Twain Harte CSD.

1.07 DISPOSAL OF MATERIALS
- A. The Contractor shall dispose of materials unsuitable for reuse in the Work offsite. Suitable materials may be reused in the Work for embankment, fill, or backfill subject to Owner's Representative approval.

PART 2 – PRODUCTS

2.01. CLEANING PRODUCTS
- A. Use cleaning products that meet the requirements of the Green Seal GS-37 standard or comply with the requirements and maximum volatile organic compounds (VOC) limits of Title 17, California Code of Regulations, Division 3, Chapter 1, Subchapter 8.5, Article 2, Regulation for Reducing VOC Emissions from Consumer Products.

PART 3 – EXECUTION

3.01 GENERAL
- A. Prevention: The Contractor shall prevent the pollution of storm drain systems and the creek near the construction Project site resulting from the construction. The Contractor shall keep pollutants out of storm drains by reducing the possibility of accidental discharge of materials and wastes, by reducing erosion and sedimentation, and by any action as required. The Contractor shall ensure that all employees and subcontractors are aware of the

consequences as described in paragraph 3.01C. below. The Contractor shall include appropriate subcontract provisions to ensure that these requirements are met by all subcontractors.

B. Notification: If the Contractor causes or permits the spillage or overflow of any oil, or petroleum product, hazardous substance, contaminant, waste or wastewater, including overflows or releases of untreated or treated (partially or fully) wastewater, and backups into buildings and on private property, the Contractor shall notify the Twain Harte CSD as soon as possible to the extent notification can be provided without substantially impeding cleanup or other emergency measures. In no event shall such notification be later than one (1) hour after knowledge of the occurrence.

C. Cleanup: Immediately upon gaining knowledge of such spillage, overflow, or discharge, the Contractor shall eliminate the cause of the spillage, overflow, or discharge and take action to minimize any damages. The Contractor shall also immediately implement a cleanup program. The cleanup, including sampling and testing required by regulatory agencies to determine the nature and level of contamination, shall be performed and completed to the satisfaction of the various regulatory agencies involved and the Twain Harte CSD, at the expense of the Contractor. If the Contractor's response is not satisfactory to the District, the District may, at its own discretion, mobilize to eliminate the cause of the overflow and implement a cleanup program, including any necessary sampling and testing. District costs of cleanup efforts shall be at the Contractor's expense and collected at the discretion of the Twain Harte CSD. Any fines, penalties, and/or subsequent actions imposed upon the Twain Harte CSD and/or the Contractor by regulatory agencies related to the spillage, overflow, or discharge and any subsequent monitoring, testing, and reporting, as required by regulatory agencies, shall also be at the expense of the Contractor. The Contractor shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site. The quantity of cleanup materials shall be appropriate in consideration of the risk of an occurrence of a spill, overflow, or discharge.

3.02 MANAGEMENT OF NONHAZARDOUS MATERIAL AND/OR WASTE

A. Designated Area: The Contractor shall propose designated areas of the Project site, for approval by the Twain Harte CSD, suitable for material delivery, storage, and waste collection that to the maximum extent practicable are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.

B. Backfill or Excavated Material: The Contractor shall not allow backfill or excavated material to enter the storm drains or creeks. When rain is forecast within 24 hours or during wet weather, the Contractor may be required to cover such material with a tarpaulin and to surround the material with sandbags.

C. Disposal: At the end of each working day, the Contractor shall collect all scrap, debris, and waste material, and dispose of such materials properly. The materials may be stored in the Contractor's yard in stockpiles or placed in dumpsters. The Contractor shall inspect dumpsters for leaks and replace or repair dumpsters that leak. The Contractor shall not discharge water from cleaning dumpsters on site. The Contractor shall arrange for regular waste collection before dumpsters overflow.

3.03 MANAGEMENT OF HAZARDOUS MATERIAL AND/OR WASTE

A. Storage: The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels, and all hazardous wastes, such as waste oil and antifreeze, in accordance with all applicable state and federal regulations. The Contractor shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations. All such materials and wastes shall be covered, as needed, to avoid rainwater becoming polluted with hazardous constituents, which could result in potential management of collected rainwater as hazardous waste. The Contractor shall

keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDS), of hazardous materials and hazardous wastes stored on site.

B. Usage: When rain is forecast within 24 hours or during wet weather, the Contractor shall refrain from applying chemicals in outside areas. The Contractor shall follow the material manufacturer's instruction regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. The Contractor shall post warning signs in areas treated with chemicals.

C. Disposal: The Contractor shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes. The Contractor shall dispose of hazardous waste in accordance with Part V, General Conditions, Section GC-25, Contaminated Soil/Materials. The Contractor shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials. The Contractor shall report any hazardous material spills to the Twain Harte CSD in accordance with paragraph 3.01B above.

3.04 VEHICLE/EQUIPMENT CLEANING, MAINTENANCE, AND FUELING

A. General: The Contractor shall inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.

B. Cleaning: The Contractor shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run off site into streets, gutters, storm drains, or creeks. Soaps, solvents, degreasers, steam-cleaning equipment, or equivalent methods shall not be allowed.

C. Maintenance and Fueling: The Contractor shall perform maintenance and fueling of vehicles or equipment in areas that will not allow run-on of storm water or runoff of spills to storm drains and that provide for confined cleanup. Examples are working in bermed areas or utilizing drip pans. The Contractor shall not contaminate the soil or groundwater with such maintenance and fueling activities.

The Contractor shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured, and shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in paragraph 3.03C above.

3.05 CONCRETE, GROUT, AND MORTAR WASTE MANAGEMENT

A. Concrete Truck/Equipment Washout: The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks. The Contractor shall perform washout of concrete trucks or equipment off site or in a designated area on site where the water will flow onto dirt or into a temporary pit in a dirt area. The Contractor shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, the Contractor shall collect the wash water and remove it off site.

B. Exposed Aggregate Concrete Wash Water: The Contractor shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, the Contractor shall filter the wash water through straw bales or equivalent material before discharging to a storm drain. The Contractor shall collect sweepings from exposed aggregate concrete for disposal.

END OF SECTION

Division 02 - EXISTING CONDITIONS

Section 02 41 00
DEMOLITION

PART 1 - GENERAL
1.1 SUMMARY:
A. General: Provide Demolition, as shown and specified per Contract Documents.
B. Retained Items: Carefully remove items to remain property of Owner and be reinstalled in the work.
1.2 REFERENCES:
A. American Society of Safety Engineers (ASSE):
1. ANSI/ASSE A10: Construction and Demolition Standards.
2. ANSI/ASSE A10.6: Safety Requirements for Demolition Operations - American National Standard for Construction and Demolition Operations.
B. California Occupational Safety and Health Administration (CalOSHA): Title 8 - Construction Safety Orders.
C. Concrete Sawing and Drilling Association (CSDA): Standards and Specifications.
D. U. S. Environmental Protection Agency (EPA): Environmental protection notifications.
E. National Fire Protection Association (NFPA): NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.
F. Occupational Safety and Health Administration (OSHA): Regulations (Standards - 29 CFR) - Construction.
1.3 SUBMITTALS:
A. Schedule of Demolition Activities: Submit a detailed sequence of demolition and removal work, including dates for shutoff, capping, and continuance of utility services. Arrange schedule to not interfere with Owner's on-site operations.
B. Procedures: Submit written procedures documenting the proposed methods to be used to control dust and noise.
C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
D. Landfill Records: Submit receipt Indicating acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
E. Project Record Documents:
1. General: Submit under provisions of Section 01 77 00 - CLOSEOUT PROCEDURES.
2. Capped Utilities And Subsurface Obstructions: Accurately record actual locations.]
1.4 QUALITY ASSURANCE:
A. Reference Documents:
1. Existing Construction: Plans and specifications for existing construction, to the extent that they are available, may be inspected at Architect's office.
2. Interpretation: These plans and specifications are not part of the Contract Documents; data is only provided for information and the convenience of the Contractor. The Owner and Architect disclaim any responsibility for the accuracy, true location and extent of investigations prepared by others.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
3.1 PREPARATION:
A. General: Refer to Section 01 74 19 - CONSTRUCTION WASTE MANAGEMENT.
B. Scheduling:
1. General: Coordinate and schedule demolition work as required by the Owner and as necessary to facilitate construction progress. Conduct demolition to minimize interference with adjacent and occupied building areas.
2. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition.

3. Existing Utilities: Coordinate disconnection and capping of existing gas, water, sewer, electrical, telephone, cable and security system utilities; verify work is complete before starting demolition work affecting these utilities. Do not interrupt existing utility service to operating facilities, except when authorized in writing by Owner. Provide not less than 72 hours' notice to Owner if shutdown of service is required. Make provision for temporary service during interruption of existing utility service, acceptable to Owner.

C. Examination: Examine conditions of work in place before beginning work.
D. Measurements: Take field measurements; report variance between plan and field dimensions.
E. Protection:
1. General: Refer to Division 01 - GENERAL REQUIREMENTS.
2. Site: Protect existing adjacent installations not scheduled for demolition from damage; take measures to prevent damage to existing turf, trees, streets, curbs, walks, piping, sewers, etc., during demolition and construction.
3. Safety Precautions: Prevent damage to existing elements identified to remain or to be salvaged, and prevent injury to the public and workmen engaged on site. Demolish elements as shown; do not allow demolition debris to accumulate on site.
4. Benchmarks: Locate, identify and protect existing benchmarks. Accurately replace any benchmarks damaged or distroyed during demolition.
5. Dust: Contain and control dust produced by operations as required by jurisdictional agencies.

3.2 DEMOLITION:
A. General: Perform demolition as shown; comply with ANSI/ASSE A10.6 and NFPA 241. Remove demolished materials from the site.
B. Utilities: Disconnect, remove, cap and identify designated utilities within demolition areas.
C. Disposal:
1. General: Refer to Section 01 74 19 - CONSTRUCTION WASTE MANAGEMENT. Demolished materials become property of the Contractor and shall be removed from premises.
2. Burning and Burying of Materials: NOT ALLOWED.
3. Haul Routes:
a. General: Obtain permits as required by jurisdictional agencies. Establish haul routes in advance; post flagmen for the safety of the public and workmen.
b. Maintenance: Keep streets free of mud, rubbish, etc.; assume responsibility for damage resulting from hauling operations; hold Owner free of liability in connection therewith.
D. Cleaning: Leave site and improvements free of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before demolition operations began.

* * *

Division 03 - CONCRETE

Section 03 30 10
CONCRETE

PART 1 - GENERAL

1.1 SUMMARY:
- A. General: Provide Concrete, as shown and specified per Contract Documents.
- B. Formwork: Vapor barrier, forms, ties, spreaders and release agents.
- C. Reinforcement: Bars and welded wire fabric.
- D. Concrete: Mix, admixtures and surface treatments.

1.2 REFERENCES:
- A. American Concrete Institute (ACI):
  1. ACI 117: Specification for Tolerances for Concrete Construction and Materials and Commentary.
  2. ACI 211.2: Recommended Practice for Selecting Proportions for Normal Weight Concrete.
  3. ACI 302.1R: Guide for Concrete Floor and Slab Construction.
  4. ACI 303R: Guide to Cast-in-Place Architectural Concrete Practice.
  5. ACI 304R: Guide for Measuring, Mixing, Transporting and Placing Concrete.
  6. ACI 304.2R: Placing Concrete by Pumping Methods.
  7. ACI 305R: Guide to Hot Weather Concreting.
  8. ACI 306R: Guide to Cold Weather Concreting.
  9. ACI 308R: Guide to Curing Concrete.
  10. ACI 318: Building Code Requirements for Structural Concrete and Commentary; latest edition.
  11. ACI 347: Guide to Formwork for Concrete.
  12. ACI SP-15: Field Reference Manual.
  13. ACI SP-66: Detailing Manual.
- B. American Society for Testing and Materials (ASTM):
  1. General: Materials and testing standards as identified throughout this Section or within referenced manufacturers standard specifications.
  2. ASTM C39: Standard Test Methods for Compressive Strength of Cylindrical Concrete Specimens.
  3. ASTM C94: Standard Specifications for Ready-Mixed Concrete.
  4. ASTM E329: Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
- C. Concrete Reinforcing Steel Institute (CRSI):
  1. General: Concrete Reinforcing Steel Institute Manual of Standard Practice.
  2. CRSI 63: Recommended Practice For Placing Reinforcing Bars.
  3. CRSI 65: Recommended Practice For Placing Bar Supports, Specifications and Nomenclature.
- D. International Concrete Repair Institute (ICRI): No. 320.1R - Guide for Selecting Application Methods for the Repair of Concrete Surfaces
- E. National Institute of Standards and Technology (NIST): NIST PS-20: American Softwood Lumber Standard.
- F. National Ready-Mixed Concrete Association (NRMCA): Check List for Certification of Ready Mixed Concrete Production Facilities.

1.3 SUBMITTALS:
- A. General: Submit product data and test reports per Chapter 17A of CBC.
- B. Shop Drawings: Submit manufacture and installation details per ACI, including fastenings, for review.
- C. Placement Records: Keep on job site until completion, and open to inspection, record showing time and date and accurate location of placement of concrete in the structure.
- D. Certificates: Submit certification stating that products used to manufacture concrete delivered to the site meet or exceed the material and testing requirements of these specifications.

1.4 QUALITY ASSURANCE:
- A. Pre-construction Conference: Conduct conference at Project site with representatives of each entity directly concerned with cast-in-place concrete.

B. Qualifications: Installer specializing in the work of this Section with minimum three (3) years documented experience.
C. Testing: Tests by Testing Laboratory appointed by Owner and under directions of Architect; expense of testing borne by Owner; make tests per Chapter 17A of CBC.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Formwork:
1. Forms: Lumber; NIST PS-20 Construction grade douglas fir.
2. Fasteners: As required to maintain formwork in place while placing and curing concrete; non-staining.
3. Form Release Agent: Colorless mineral oil which will not stain the concrete or impair natural bonding characteristics of coating intended for use on concrete.
4. Expansion Joint Filler Strip Material: ASTM D1751, asphalt-saturated cellulosic fiber, or ASTM D1752, cork or self-expanding cork; preformed, ½ inch thick, unless otherwise shown.

B. Reinforcement:
1. Bars:
a. General: ASTM A615, deformed; No. 4 and smaller Grade 40.
b. Dowels: Same grade as bars to which dowels are connected.
2. Welded Wire Fabric: ASTM A1064, Plain Type; 6x6-W1.4xW1.4 in flat sheets, unless otherwise noted.
3. Chairs, Bolsters, Bar Supports, Spacers:
a. General: CRSI Class 2; sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture. Do not use wood, brick or galvanized materials.
b. Support is No Closer to Concrete Surface Than ½ Inch: CRSI Class 3 wire.
c. Supports Placed Against Ground: Precast concrete blocks not less than 4 inches square with embedded wire.
4. Tie Wire: ASTM A82, as drawn.

C. Anchor Bolts: ASTM F1554 or ASTM A307; rolled body bolts with upset threads not permitted.

D. Concrete:
1. Cement: ASTM C150, Type I or II.
2. Aggregates: ASTM C33, uniformly graded.
3. Water: ASTM C94, potable; clean and free from deleterious amounts of acids, alkalis, scale, or organic materials.
4. Admixtures:
a. General: Manufacturer-certified to contain not more than 0.1 percent water-soluble chloride ions by mass; compatible with other admixtures and cementitious materials. Admixtures containing calcium chloride or thiocyanates not allowed.
b. Air Entrainment:
1. General: ASTM C260; “Eucon Air Mix 200" manufactured by Euclid Chemical Co.
2. Alternate Manufacturers: Comparable products manufactured by BASF Building Systems, or accepted equal.
c. Water Reducing:
1. General: ASTM C494 to improve placing, reduce water cement ratio, and ultimate shrinkage; manufactured by the Euclid Chemical Co. Admixture must receive prior approval of Architect and be included in original mix design.
2. Alternate Manufacturers: Comparable products manufactured by BASF Building Systems, or accepted equal.
5. Surface Treatments:
a. Membrane Curing Compound: ASTM C309, Type 1D clear (with fugitive dye), guaranteed not to affect bond of subsequent finish materials. Curing compound and areas to receive it must be accepted by Architect before application.
b. Sealer:
1. General: Clear Seal manufactured by Euclid Chemical Co.
2. Alternate Manufacturers: Comparable products manufactured by BASF Building Systems, or accepted equal.

6. Related Materials:
   a. Non-Shrink, Non-metallic Grout:
      1. General: MasterFlow 928 manufactured by BASF Building Systems.
      2. Alternate Manufacturers: Comparable products manufactured by Euclid Chemical Co., or accepted equal.
   b. Bonding Agent for Patching:
      1. General: “Flex-Con” manufactured by Euclid Chemical Co.
      2. Alternate Manufacturers: Comparable products manufactured by BASF Building Systems, or accepted equal.

2.2 MIXES:

A. Concrete Proportions:
   1. General: Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases.
   2. Normal-weight: Per ACI 211.1 and ACI 301.
   3. Testing: Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.

B. Concrete Design:
   1. Designed Strength of Concrete:
      a. General: Proportion normal-weight concrete mix as shown, with 1 inch maximum size aggregate; entrained air 6 percent.
      b. Slab-on-Grade: Proportion normal-weight concrete mix 28 day strength concrete as shown; 4 inch maximum slump with 1 inch maximum size aggregate; entrained air 6 percent.
   2. Limiting Quantities and Minimum Strength: Design concrete for strength per Chapter 19A of CBC.

C. Mixing of Concrete:
   1. General: All concrete shall be mixed until there is uniform distribution of material and mass is uniform and homogeneous; mixer must be discharged completely before the mixer is recharged. Conform to requirements of CBC Section 1905A.
   2. Ready-Mix Concrete: Mix and deliver in accordance with the requirements set forth in CBC Chapter 19. Furnish batch ticket information.
   3. Admixtures: Verify compatibility of concrete admixtures when multiple admixtures are called for in a specific mix.
   4. Job Mixed Concrete:
      a. General: Use batch mixer of approved type, with capacity to handle one or more full sack batches, no split sack batches permitted; furnish batch ticket information. Operate mixer as recommended by manufacturer. Record approximate location of final deposit in structure.
      b. Mixer Capacity of 1 Cubic Yard or less: Mix minimum one and one half (1-1/2) minutes after all materials are in drum.
      c. Mixer Capacity of 1 Cubic Yard or More: Increase mixing time by 15 seconds for each additional 1 cubic yard, after all materials are in drum.
      d. Handling and Mixing of Concrete: Architect may order removal of any equipment which in his opinion is insufficient or in any way unsuitable.

D. Grout: Provide mortar containing same proportions of cement and sand as used for concrete, with ultimate compressive strength of 3000 psi.

PART 3 - EXECUTION

3.1 PREPARATION:

A. Scheduling:
   1. Formwork: Coordinate placement of work specified under other Sections in forming and placing openings, or embedded items placed within formwork.
   2. Placement: Notify Architect and Structural Engineer at least 48 hours prior to placing of concrete.

B. Environmental Requirements: Per ACI 305R and ACI 306R.

C. Examination: Examine conditions of work in place before beginning work; report defects. Verify granular sub-base materials have been placed to the depth shown.

D. Measurements: Take field measurements; report variance between plan and field dimensions.

E. Storage: Store cement in weathertight building, permitting easy inspection and identification. Protect from dampness; lumpy or stale cement will be rejected.
F. Protection:
1. General: Protect finish surfaces adjacent to locations scheduled for placement of concrete. Inspect forming placed against existing work and establish a tight, leak-proof seal before concrete is poured. Replace finish work defaced by concrete placement operations.
2. Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

3.2 INSTALLATION:
A. General: Install in conformance with referenced standards, manufacturer's written directions, as shown, and as specified.
B. Tolerances: Install to allow application of subsequent finish materials within specified tolerances.
C. Earthwork: Refer to Section 31 20 10 - EARTHWORK for excavation, sub-base and backfill requirements. Conform to levels and grades shown.
D. Formwork:
1. Workmanship: Provide formwork required to produce smooth concrete; straight, plumb and true to plane. Concrete out of line, level or plumb will be rejected.
2. Earth Forms:
a. General: Refer to Section 31 20 10 - EARTHWORK. Prior approval by the Architect is required for use of earthen forming where concrete may be placed directly against trench walls.
b. Architect’s Approval:
1. General: Footings must be increased 2 inches in width.
2. Trench Sides: Capable of standing without caving during concrete placement.
3. Sloughing: Not permitted before or during concrete placement.
3. Erection:
a. General: Design and erect per ACI 301 within tolerance limits of ACI 117 and limit concrete surface irregularities designated by ACI 347, Class B, 1/4 inch. Provide straight, true and sound form material, able to withstand deformation due to loading and the effects of moist curing. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
b. Construction: Construct forms to shapes, lines, grades and dimensions indicated; tight to prevent leakage, properly braced and tied together to maintain position and shape. Form bevels, grooves and recesses to neat, straight lines; chamfer edges at exposed corners and where indicated. Provide for easy removal without hammering, wedging or prying against concrete.
c. Expansion Joint Filler Strip Material:
1. General: Install where shown.
2. Exterior Paving: 30’-0” on center, maximum.
d. Form Release Agent: Coat contact surfaces of forms with form-release agent, per manufacturer's written instructions, before placing reinforcement.
e. Reuse of Formwork: Do not reuse split, warped, delaminated or otherwise damaged form-facing materials that require more than minor patching of contact surfaces. Clean and repair surfaces of forms to be reused in the Work. Apply new form-release agent.
f. Shores and Reshores: Refer to ACI 318, ACI 301, and recommendations in ACI 347 for design, installation, and removal.
g. Adjustment: Tighten forms, posts and shores during and immediately after concrete placement; readjust as required to maintain grades, levels and camber. Retighten forms and bracing before placement of concrete as required to prevent leaks and maintain proper alignment.
4. Form Coating:
a. General: Before placement of reinforcing steel, coat exposed face of forms to prevent moisture absorption from concrete and facilitate removal of forms; seal all cut edges.
b. Re-use: Thoroughly clean and recoat form material acceptable for re-use.
E. Reinforcement:
1. General: Comply with the CRSI "Manual of Standard Practice" for placement of reinforcement.
2. Preparation: Clean reinforcement of rust and mill scale, earth, moisture, and other foreign materials before fabrication or placement.
3. Site Fabrication: Construct as shown. Do not bend or straighten reinforcement in manner that will injure material; heating of bars for bending is not permitted.

4. Placement:
   a. General: Install in longest practical lengths. Accurately place, support, and secure reinforcement against displacement. Locate and support reinforcement with supports to maintain required concrete cover and minimize sagging.
   b. Wire Ties: Set with ends directed away from exposure, into concrete.
   c. Bars:
      1. Laps: Provide minimum center to center distance between parallel bars of 2-1/2 times diameter, 1-1/2 inches or 2-1/2 times maximum size coarse aggregate. Offset laps in adjacent bars.
      2. Splices: Lap 48 diameters, unless otherwise shown, and wire tie bars.
      3. Dowels: Place as shown; grease loose end to prevent concrete from bonding to dowel. Sleeves may be used when approved in writing by the Architect. Install through expansion joints.
   d. Welded Wire Fabric: Lap edges and ends of adjoining sheets at least one mesh spacing, unless otherwise indicated. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
5. Embedded Components:
   a. General: Install straight, level and plumb prior to concrete placement; brace, anchor and support items to prevent displacement or distortion.
   b. Inserts: Coordinate work of other Sections in setting bolts, anchors, and other components, as required.
6. Joints:
   a. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
   b. Dowel Joints: Install dowel bar and support assemblies at joints as shown; provide dowel sleeves, lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to reinforcement.

F. Cast-in-place Concrete:
1. General: Placement of forms, inserts and reinforcements are subject to approval of Architect. Notify Architect and Structural Engineer at least 48 hours prior to placement of concrete.
2. Cleaning:
   a. General: Remove dirt, wood chips, sawdust and other debris before concrete pour; use compressed air at inaccessible areas.
   b. Reinforcing: Clean reinforcement and other embedded items of substances that might impair bonding, prior to placement of concrete.
   c. Previously Placed Concrete: Roughen to 1/4 inch amplitude; clean with steel brush prior to applying bonding agent.
3. Placing of Concrete:
   a. General: Maintain records for placement of all concrete. Place concrete in dry conditions; keep excavations free of water, ice, loose soil or debris.
   b. Weather Requirements: Per ACI 305R (Hot) and ACI 306R (Cold). Additionally, hot weather is defined as any period in which temperature exceeds 85 degrees F.
   c. Transportation: Handle concrete from mixer to place of deposit as rapidly as possible; using methods to prevent separation or loss of ingredients. Deposit in final position; avoid rehandling or flowing. Do not place partially hardened concrete in work. Do not wheel placement containers directly on top of reinforcing steel.
   d. Placement:
      1. General: Place concrete continuously between predetermined expansion, control and construction joints. Do not break or interrupt placement of concrete in manner that cause cold joints to occur.
      2. Concrete Slabs:
         a.) General: Lay slabs to required lines and grades, in pattern shown. Water subgrade at exterior concrete the night before placement; dampen again immediately before placement; standing water not allowed.
         b.) Joints: Refer to placement within formwork and upon slab finishes.
         c.) Flatness: Per ASTM E1155 - Determining Flatness and Levelness Using the F-Number System, or using a 10'-0" long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed 1/4 inch.

e. Compacting:
1. General: Thoroughly work concrete around reinforcement, embedded components and into corners of forms. Consolidate concrete by internal vibration, only. Do not puddle, tamp or vibrate concrete which has already taken initial set or continue long enough to cause segregation of material.
2. Slabs: Consolidate concrete on grade by spading and puddling and internal vibration.
3. Formwork: Consolidate concrete in forms with high speed internal vibrators.

4. Concrete Finishes:
a. Slab Finish:
1. General: Uniformly spread, screed and float concrete.
2. Float: Apply at tile setting beds, where shown.
3. Trowel: Apply two (2) steel troweling operations at surfaces to receive carpet, resilient materials, thinset tile and where left exposed, finished to achieve burnished surface. Follow second troweling with light brooming perpendicular to direction of traffic to form non-slip surface.
4. Broom: Apply medium broom finish at exterior walks, ramps and stairs, perpendicular to direction of traffic flow.
5. Contraction Joints: As shown.
b. Sealer: Apply where shown.

5. Curing:
a. General: Refer to ACI 308R. Protect concrete from premature drying for minimum five (5) days following pour.
b. Exterior Slabs: Cover and cure with membrane curing or moist sand; upon completion wash clean.
c. Sealer: Apply where shown.
d. Concrete in Forms: Keep wet until forms are stripped.

6. Removal of Forms:
a. General: Sequence and time in manner to insure safety of concrete structure; remove without damage to concrete surfaces.
b. Stripping:
1. General: Maintain forms in place for not less than the following number of days when air temperature in contact with concrete is 60 degrees F or above. Add an additional day for each day that temperature falls below 60 degrees F, unless otherwise directed.
2. Slab Edge Screeds: Five (5) days.

7. Defective Concrete:
a. General: Remove or cut out defective concrete and repair before concrete is completely cured, as directed by Architect.
b. Defective Concrete is:
1. General: Concrete not meeting specified 28-day strength.
2. Durability and Appearance: Concrete containing rock pockets, voids, spalls, cracks, exposed reinforcing, or other defects.
3. Alignment: Incorrectly formed concrete, out of plumb or level.
4. Deleterious Materials: Concrete containing embedded wood or other debris.
5. Unauthorized Patching: Concrete with patched voids that were not filled under Architect's direction.
6. Embedded Items: Concrete not containing required embedded items.
c. Patching:
1. General: Repair exposed concrete to match surrounding concrete finish as required by the Architect.

8. Protection: After placement, finishing and completion of required repairs, protect exposed corners, edges, and surfaces of concrete from damage, including staining and contamination during remainder of construction period.

3.3 FIELD QUALITY CONTROL:
A. Formwork: Inspect erected formwork, shoring and bracing to ensure that work is in accordance with formwork design and that supports, fastenings, wedges, ties and embedded items are secure to prevent displacement and distortions.
B. Concrete:
1. General: Per CBC, Chapter 17A; agency selected and paid for by Owner.

2. Field Testing:
   a. General: Take three (3) cylinders for each class of concrete placed each day for each 50 cubic yards of concrete and for each 2,000 square feet of surface area for slabs or walls. One of the three cylinders shall be used for 7 day compressive strength test and one for the 28 day compressive strength test. Hold the third cylinder for a 56 day test, if required.
   b. Reinforcement: Make one (1) tensile test and one (1) bend test of specimen taken from each 10 tons of steel delivered to the site.
3. Retesting: Cost of retests or coring because of understrength, questionable or defective concrete will be paid for by Contractor.

3.4 CLEANING: Clean exposed surfaces of architectural concrete after finish treatment to remove stains, markings, dust, and debris. Wash and rinse surfaces per concrete finish treatment manufacturer's written recommendations. Do not use cleaning materials or processes that could change the appearance of concrete finishes. Protect adjacent surfaces from staining or damage due to cleaning operations.

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Division 04 to 21 - NOT USED

NOT USED

* End Division 21 *

SECTION 22 14 53
RAINWATER HARVESTING SYSTEM

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

A. The work described in this specification is intended for the constructability and installation of a rainwater harvesting system per applicable codes and standards. This section includes specifications for the rainwater harvesting system and its components, quality assurance and inspection.

B. Rainwater Harvesting System:

a. Rainwater Pre-Filter(s)

b. Storage Tanks

c. Distribution Pump(s)

d. Controls

1.02 RELATED SECTIONS

A. SECTION 01 52 00, CONSTRUCTION FACILITIES

B. SECTION 01 74 14, CLEANING

1.03 APPLICABLE CODES AND STANDARDS

A. International Organization for Standardization (ISO):

a. ISO 9001 – Quality management systems requirements.

B. California Plumbing Code (CPC-2022)

a. Chapter 15: Alternate Water Sources for Non-Potable Applications

b. Chapter 16: Non-Potable Rainwater Catchment Systems

1.04 SITE CONDITIONS

A. Verify site conditions where the rainwater harvesting system is to be installed and ensure constructability and installation access is free and clear of obstructions.

B. Notify Owner's representative if any open depressions and excavations made as part of the demolition/grading work for system installation and post warning signs if applicable.

C. Protect active sewer, water, gas, electric, drainage, and irrigation indicated or, when not indicated, found, or otherwise made known to the CONTRACTOR before or during installation work. If a utility is damaged, immediately notify the Owner's Representative for corrective action.

1.05 QUALITY ASSURANCE

A. Product and Equipment Manufacturer Qualifications:

a. Minimum of 10-years of experience of this Section.
b. Successful completion of previous projects of similar scope and complexity.
c. Maintain ISO-9001 production facilities including quality management protocols for production.

B. Installer Qualifications:
a. Successful completion of (3) previous projects of similar scope of complexity.
b. Maintain trained technicians on staff providing field service and warranty related work.
c. Minimum of (3) years of experience in work in this Section.
d. This does not apply to the contractor who is installing underground piping, tank pads and setting tanks.

C. Installation and Excavation Safety: In accordance with OSHA requirements.

1.06 DELIVERY, STORAGE AND HANDLING

A. Do not deliver (unless otherwise specified) system components until time needed for installation and after proper protection can be provided for materials.
B. Store and handle in strict compliance with manufacturer's written instructions and recommendations.
C. Protect from damage due to weather, excessive temperature, and construction operations.
D. Leave protective coverings in place until just prior to installation.
E. Store water storage components with forklifts (or approved equivalent) and manufacturers recommended equipment during transportation and site construction. System components shall be protected from damage during delivery.

1.07 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity and ventilation) within manufacturers limits for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.08 WARRANTY

A. Manufacturer's Warranty: Provide manufacturer's standard limited warranty against defects in materials and workmanship.

PART 2 – PRODUCTS

2.01 MATERIALS, EQUIPMENT, AND FACILITIES

A. The CONTRACTOR shall furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required to perform the installation of the rainwater harvesting system as shown in the construction drawings and described in the specifications.

2.02 MANUFACTURERS

A. Acceptable Manufacturer(s) for Storage Tanks:

a. RainHarvest Systems LLC.

b. Bushman USA

c. Aquascape

c. American Tank Depot

d. Norwesco

B. Acceptable Manufacturer(s) for Pumps and Pump Skids:

a. RainHarvest Systems

b. Grundfos

c. Aquascape

d. Oase

e. RainFlo

C. Acceptable Manufacturer(s) for Controls and Float Switches:

a. RainHarvest Systems

b. RainFlo

c. Aquascape/Hudson

D. Acceptable Manufacturer(s) for Rainwater Filters, Storage Tank Accessories:

a. RainHarvest Systems

b. RainAid

c. RainFlo

d. GRAF

E. Substitutions: Must be equal to specified equipment as determined by Owner's Representative or Designer.

2.03 RAINWATER HARVESTING SYSTEMS

A. Rainwater Harvesting Systems:

a. The system shall collect rainwater from the roof and convey rainwater through roof drains, downspouts and conveyance piping, gravity fed pre-filters. Filtered rainwater will travel through the pre-filter and into a rainwater storage tank. Water will be drawn out of the storage tank and pumped through a submersible pumping system to provide water at the desired design point of connection on an on-demand basis.

B. Design Requirements: Filter, store, treat and distribute harvested rainwater as specified on plans.

C. Water Filtration Method: Include sediment and UV filtration.

D. Hydrostatically test pump to manufacturer's requirements prior to final installation.

E. Components:

a. Rainwater Pre-Filter: Model: RainHarvest Leaf Eater Advanced Downspout Filter

b. Rainwater Storage Tanks:

- Bushman Poly 3100 – Capacity: 3,000-Gallons

- Rainwater Inlet: 4-inches

- Rainwater Overflow: 6-Inches

- Rainwater Outlet (pumped): 1-Inches

c. Downspouts:

- Model: Commerical Zincalume Steel Rainharvest 6" Leaf Eater Advanced downspout filter.

d. Pump Systems:

- Model: Rain Brothers Traditional Springer Series Cistern Pump with Floating Intake Valve.

- Plumbed to allow for removal without entering tank.

- Connected to power supply by power cable and waterproof connections.

e. Rainwater System Control:

- Water level measurement with automatic switchover to municipal backup water supply. Controller to activate valve based on programmed water level in the rainwater system controller.

f. Non-Potable Water Signage:

- All rainwater harvesting equipment and conveyance pipes shall denote "Non-Potable Water – Do Not Drink".

g. Storage Tank Accessories:

- Floating Filter and Hose (reference: Rain Brothers Springer Series Pump)

h. Make Up Water Valve:

- MV-1: ¾" Rain Aid or approved equal

i. Accessories:

- Bulkhead Fitting: Sized to match system inlet, outlet, pump flow rate, vents and other penetrations.

- Vent Assembly: PVC rodent-proof screen/cap for tank air and vacuum relief; Extent from top of tank to above grade.

- Waterproof Electrical Connection Box: Located in manway, field installed and inspected.

PART 3 – EXECUTION

3.01 EXAMINATION AND PREPARATION

A. Prepare substrates using the methods recommended by the manufacturer for achieving best result for the substrates under given project conditions.

B. Do not proceed with installation until substrates have been prepared using the methods recommended by the manufacturer and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.

C. If preparation is the responsibility of another installer, notify Owner's Representative in writing of deviations from manufacturer's recommended installation tolerances and conditions.

D. When applicable, backfill and compact depressions caused by excavations, demolition, and removal in accordance with the requirements outlined in SECTION 31 00 00, EARTHWORK.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions, per plan and in proper relationship with adjacent construction.

B. Arrange equipment so that components requiring removal or maintenance are readily available accessible without disturbing other components. Arrange for clear passage between components.

D. Do not bury components deeper than manufacturer's recommended depth or in a manner that would exceed engineering loads.

E. Ground components in accordance with component manufacturer's instructions.

F. Install pre-filters at the time storage tanks are installed.

3.03 FIELD QUALITY CONTROL

A. Field Inspection: Coordinate field inspection with Owner's Representative within one (1) year of construction.

B. System Testing shall be provided by contractor:

a. Installation oversight and technical support.

b. Terminate and test control system wiring and operation of electrical components.

c. Demonstrate proper pump and controls operation.

d. Make adjustments to meet user-defined system performance.

e. Review operation and maintenance procedures with Twain Harte CSD.

3.04 DISPOSAL OF REMOVED MATERIALS AND DEBRIS

A. Clean and protect products in accordance with manufacturer's recommendations.

B. Touch-Up, repair or replace products before substantial completion.

C. Dispose of scrap materials, waste, trash, and debris from the installation of the rainwater harvesting system in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by the Twain Harte CSD.

D. Burying of trash and debris on site will not be permitted. Similarly, burning of trash and debris at the site will not be permitted.

E. Scrap materials, trash, and debris shall become the property of the CONTRACTOR and shall be removed from the site and be disposed of in a legal manner. Location of the disposal site and length of haul shall be the CONTRACTOR's responsibility.

END OF SECTION 32 84 00

Division 23 to 30 - NOT USED

NOT USED

* End Division 30 *

Division 31 - EARTHWORK

Section 31 20 00
EARTHWORK

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES
- A. Excavating and fill for rough grading at the site.
- B. Trenching and backfilling for utilities and rainwater conveyance.
- C. Stockpiling of soil for later use.

1.02 RELATED SECTIONS
- A. SECTION 01 52 05, CONSTRUCTION STAGING AREAS
- B. SECTION 01 74 14, CLEANING

1.03 CODES AND STANDARDS
- A. State of California, Department of Transportation (CalTrans), Chapter 19, 2018
- B. ASTM D 2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
- C. Code of Federal Regulations Title 29 CFR Part 1926, Subpart P, Excavations.
- D. Occupational Safety and Health Administration (OSHA) Document 2226.
- E. ASTM 21556: Density and Unit Weight of Soil in Place by Sand-Cone Method.
- F. ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 lbf/ft^3)
- G. ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- H. ASTM D 2937: Density of Soil-In-Place by the Drive-Cylinder Method.
- I. ASTM D 422: Standard Test Method for Particle-Size Analysis of Soils
- J. ASTM D 2419: Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
- K. Title 29 CFR Part 1926: Safety and Health Regulations for Construction.

1.04 TEST AND INSPECTIONS
- A. Fill Material: Determine suitability of fill material not previously evaluated.
- B. Maximum Density Tests: Determine optimum moisture content and maximum dry density of fill materials placed and compacted in accordance with ASTM D1557, Procedure A.
- C. Field Density Tests: Determine in-place density of fill materials placed and compacted in accordance with ASTM D 1556, ASTM D 2922, or ASTM D 2937. One test should be conducted for every 10,000 square feet per lift.

1.05 DEFINITIONS
- A. Backfill is soil material used to refill the spaces from excavation.
- B. Borrow Material refers to material obtained from sources off the site.
- C. Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.
- D. Embankment is soil material being placed upon the surface of existing ground where the resulting construction will be higher than the adjacent ground surface.
- E. Excavation is the removal of material above subgrade elevations indicated on the plans.
- F. Existing Boulders are boulders salvaged from site areas as noted on Plans and as directed by Owner's Representative.
- G. Fill is soil material used to raise the existing grade.
- H. Final Backfill is the material above the select backfill zone to three (3) inches below finish grade.
- I. Initial Backfill is material surrounding and covering pipe extending from the pipe bedding to six inches above the top of the pipe.
- J. Palliation involves intermittently watering and sprinkling water with such frequency as will satisfactorily alleviate dust.

K. Pipe bedding is material placed under and around pipes to provide equal support along the length of pipe installed underground in a trench.
L. Recycled Fill refers to asphalt concrete paving debris from demolition work.
M. Select Backfill is material above the initial backfill zone and below the finish backfill zone.
N. Site Boulders are New, imported, boulders.
O. Subgrade refers to the surface of an excavation or the top surface of a fill or backfill immediately below subbase or topsoil materials.
P. Structures refers to retaining walls, slabs on-grade, rain tanks, foundations, electrical or mechanical appurtenances, or any other man-made stationary feature constructed above or below the ground surface.
Q. Topsoil is all the soil above the lower root line of fine vegetation.

1.06 EXISTING UTILITIES

A. The Contractor shall locate and mark all substructures and utilities prior to beginning excavation.
B. The Contractor shall dig test pits to confirm the location of underground facilities. These test pits shall include dewatering, backfilling, and surface restoration when necessary. If test pits are excavated in paved areas, surface restoration will consist of temporary pavement until final trenching and pavement restoration is completed.
C. When utility line excavation occurs near existing utilities, whether or not indicated on the Plans, ensure existing utility services remain fully operational. Protect and support utility lines in a manner to prevent damage. Method of protection is subject to Owner's Representative's approval.
D. Expeditiously repair damaged utilities at no cost to the Owner.

1.07 DUST CONTROL

A. Effectively dust-palliate working area, unpaved areas, and involved portions of the site throughout the entire construction period.
B. Chemical treatment of any type is not permitted. Use of reclaimed water shall conform to the requirements and guidelines of governing health authorities and be specified approved by Owner's Representative.

1.08 TRAFFIC

A. The Contractor shall minimize the amount of interference with adjacent roads, streets, walkways, and other occupied facilities during earth-moving operations.
B. The Contractor shall not block the entrance or exit of the neighboring fire station.
C. The Contractor not close or obstruct access to property, access to facilities on premises without permission from the Twain Harte Community Services District (CSD).

1.09 DISPOSAL OF MATERIALS

A. The Contractor shall dispose of materials unsuitable for reuse in the Work offsite. Suitable materials may be reused in the Work for embankment, fill, or backfill.
B. Unless otherwise specified by Owner's Representative, material obtained from the project excavations may be presumed to be suitable for use as fill or backfill provided that all organic material, rubbish, debris, and other objectionable material is first removed.

1.10 DEWATERING

A. The Contractor shall prevent surface water and groundwater from entering excavations and from ponding on subgrades.
B. The Contractor shall reroute surface water away from excavated area and not use excavated trenches as temporary drainage ditches.
C. The Contractor shall discharge of water within the project limits. If water cannot be discharged within the project limits due to site constraints, dispose of uncontaminated water in an area approved by the Twain Harte CSD.
D. The Contractor shall ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
E. The Contractor shall conduct all dewatering operations in accordance with the CalTrans *Field Guide to Construction Site Dewatering.*

1.11 ALLOWABLE TOLERANCES:

A. All cut and fill shall be within a tolerance of ±0.10 feet for grades indicated on the Plans.

B. All structures (including hardscape) shall be within ±0.02 feet of the grades indicated on the Plans.

1.12 SUPPORTED EXCAVATION

A. The Contractor shall provide ladders, steps, ramps, or other safe means of egress for workers in trench excavations 4 feet or deeper per Occupational Safety and Health Administration (OSHA) standards.

1.13 CONTAMINATED MATERIALS

A. The Owner is not aware of any contaminated material within the project limits. If such material is encountered, the Contractor shall contact the Engineer immediately for directions.

1.14 EXPLOSIVES

A. The use of explosives is not permitted at the site.

PART 2 – PRODUCTS

2.01. BACKFILL

A. Backfill material shall be compacted to achieve a minimum relative compaction of 90%.
B. Material from excavations that is to be used for backfilling should be free of trash, debris, and stones greater than 6 inches.
C. Material excavated in excess of that required for backfilling will be disposed of away from the site, unless otherwise permitted by the Owner's Representative.
D. If backfill is to be placed around a structure, the material is to be spread equally around all sides.

2.02. BORROW SOIL

A. Borrow material shall be non-expansive, predominantly granular material that is free of particles less than 2 inches in any dimensions, free of organic and inorganic debris, and not more than 12 percent by weight passing the No. 200 sieve behind retaining walls and 25 percent elsewhere.
B. Borrow material must be free of man-made refuse such as concrete, asphalt concrete, residue from grinding operations, metal, rubber, debris, and rubble.

2.03. RECYCLED FILL

A. In lieu of disposal off-site, some asphalt concrete paving debris, resulting from the work of this Project only, may be crushed for limited use as recycled fill. Imported asphalt concrete debris may not be broken, crushed, or otherwise processed on-site.
B. Recycled fill shall conform to SSPWC Section 200-2.4 unless otherwise indicated by the Owner's Representative.
C. Recycled fill shall comprise no more than 10 percent (by volume, compacted) of the total fill.
D. Recycled fill is limited to not less than two feet below the bottom of concrete pads and foundations. Recycled fill is not to be used in the top one foot of landscaped areas.
E. Imported recycled fill is not acceptable.

2.04. RAIN GARDEN / BIO-SWALE SOIL MIX

A. Rain garden / bio-swale soil mix material must be suitable for the purpose intended and be free of unsuitable material and contaminants.
B. Soil Mix shall, at a minimum, be composed of 50%-60% Sand, 20%-30% of Top Soil and 20%-30% Compost.
C. Soil Mix material must be free of trash, site debris and other materials not meeting the composition mix above.

2.05. SITE BOULDERS AND COBBLES

A. Boulders: N/A.
B. In addition, the Contractor is responsible for sourcing the gravel/cobble mix (rock mulch) for the bioswales and rain gardens and providing samples for approval by Owner's Representative. Gravel and cobble placement will be field directed by the Owner's Representative. The gravel and cobble mix for rain gardens and bioswales shall be as follows:

- 2 parts ¾" to 1" wash gravel,
- 6 parts 1" to 3" wash gravel,

- 2 parts 4” to 6” wash gravel,
- 1 part 6” to 10” cobble, and
- 1 part pea gravel.

C. The Contractor is responsible for procuring and transporting all stone to the site and completing the work as specified.

2.06. PIPE BEDDING

A. Unless otherwise indicated on the Plans, pipe bedding shall be comprised of clean sand and native free-draining granular materials, free from all vegetation and debris.

B. Bedding shall meet gradation requirements when tested in accordance with ASTM D 422 and have a minimum sand equivalent of 30 as determined by ASTM D 2419.

Sieve Size	% Passing Sieve by Weight
½ inch	100
No. 4	70 - 100
No. 16	50 - 90
No. 50	10 - 50
No. 200	0 - 10

PART 3 – EXECUTION

3.01. PROTECTION

A. The Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other potential hazards created by earth-moving operations.

B. Do not allow earth-moving equipment within the branch spread perimeter (drip line) of existing trees that are to remain.

C. When excavation adjacent to existing trees to remain is necessary, exercise all possible care to avoid injury to trees and tree roots. Excavate by hand all areas where there are roots two inches or larger. Tunnel under and heavily wrap with burlap roots two inches or larger in diameter, except when directly in the path of the pipe or conduit, to prevent scarring and excessive drying. When a trenching machine runs close to trees that have roots smaller than two inches in diameter, hand trim the wall of the trench adjacent to the tree, making clean cuts through the roots. Paint roots one inch and larger in diameter with two coats of Tree Seal or approved equal. Close trenches adjacent to trees within 24 hours. When this is not possible, shade the side of the tree adjacent to the tree with burlap or canvas.

D. Barricade all open trenches during work hours and cover at the close of each day’s work.

E. Provide adequate barriers marked with white flags, throughout the duration of the installation to project site improvements, existing features, and stockpiles of materials.

F. Sequence, schedule, coordinate, and perform the Work to maintain safe, unobstructed passage as required for emergency egress and general site access. Provide any and all bridging of trenches of work, barricades, etc., that may be required to comply with applicable safety regulations.

3.02. DEWATERING

A. The Contractor shall reroute surface water away from excavated area and not use excavated trenches as temporary drainage ditches.

B. The Contractor shall discharge of water within the project limits. If water cannot be discharged within the project limits due to site constraints, dispose of uncontaminated water in an area approved by the Twain Harte CSD.

C. The Contractor shall ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.

D. The Contractor shall conduct all dewatering operations in accordance with the CalTrans *Field Guide to Construction Site Dewatering.*

3.03. ROUGH GRADING

A. Site rough grading will generate a graded soil surface to the appropriate tolerances. In addition, drainage terraces, swales, and other drainage structures necessary for the protection of existing structures at the site are to be installed.
B. Rough grading includes excavating pavements and other obstructions visible on the surface and 1-foot below the surface, removing underground structures, removing abandoned drainage pipes, and removing other materials as indicated.
C. Elevations and contours indicated on the drawings are to finish grade unless otherwise indicated. Make allowances for pavement thickness, bases, and landscape material where applicable.

3.04. EXCAVATION, GENERAL

A. Excavate materials of every nature to the dimensions and elevations indicated on the Plans. Use equipment of suitable type for the materials and conditions involved in the Work.
B. Where additional excavation is required to remove unsatisfactory materials that may be encountered, such additional work shall be paid for by means consistent with the terms outlined in the Contract.
C. Place backfill on subgrades free of mud, frost, snow, or ice.
D. Uniformly grade area to a smooth surface that is free of surface irregularities.
E. Remove materials not approved for use as topsoil or fill and excess excavated materials from the site.
F. Confine excavated materials to immediate area of stockpiled location designated by the Owner's Representative.

3.05. COMPACTION

A. Parking and Pedestrian Walkway: Compact soils below parking areas and walkways to 90 percent of the Modified Proctor maximum dry density for the full depth of fill.
B. Landscape Areas: Compact soils below all landscape, planting, and sod areas to 85% of the Modified Proctor maximum dry density for the full depth of fill unless otherwise noted on the Plans.
C. Building Areas: Compact soils below buildings (and for a distance of five feet beyond the perimeter footing) to at least 90 percent of the Modified Proctor maximum dry density for the full depth of fill. Proof roll from a level that is two feet above ambient water table. This may require locally filling low areas prior to using a vibratory compactor. Densify subsoils by making repeated overlapping coverages of roller as it operates at its full vibrational frequency and at a travel speed of no more than two feet per second.
D. Utility Trenches: Compact the initial backfill to a relative compaction of 95%.

3.06. TRENCH EXCAVATION

A. The Contractor shall excavate trenches for rainwater conveyance piping, stormwater conveyance piping, and other utilities indicated on the construction Plans.
B. The Contractor shall excavate trenches to uniform widths per ASTM D2321.
C. The Contractor shall excavate and shape trench bottoms such that they support pipes and conduit. The subgrade should be shaped to provide continuous support for bells, joins, pipe barrels, joints, and fittings. The Contractor shall remove all projecting stones and shape objects along the trench subgrade.
D. The Contractor shall excavate trenches six (6) inches deeper than the elevation of the pipe invert to allow for the placement of bedding course.
E. The Contractor shall place backfill on subgrades free of mud, frost, snow, or ice.
F. Barricade all open trenches during work hours and cover at the close of each day's work.
G. Maintain trenches and other excavations free of water while lines are being placed and until backfill has been completed and approved. Ensure adequate pumping equipment is available at all times for emergencies and dispose of water in such a manner as not to create a nuisance or cause damage to property. Do not allow water to migrate outside of the construction area and use Owner-approved methods to confine water to construction areas.

H. Bracing and shoring – Support excavations in accordance with all legal requirements.
I. Bedding – Do not cover lines until they have been inspected and approved for alignment and grade and recording for “as-built” survey information by the Owner’s Representative. Commence bedding immediately after approval and survey information recording. Then carefully place bedding around utility lines so as not to displace or damage the line. Fill symmetrically on each side of the line. Compact bedding to 90 percent of the maximum dry density in accordance with ASTM D 1557 using mechanical equipment.

3.07. SOIL FILL

A. Place fill in uniform lifts not exceeding eight inches in loose thickness that will uniformly compact to the required densities.
B. Bring each layer to between ± 2 percent of optimum moisture content before compaction. Add water by uniformly sprinkling and mixing it with the soil. Add or blend additional fill materials or dry out existing material as required.
C. When moisture content and condition of each layer is satisfactory, compact to the specified density. Compact areas not accessible to motor-driven equipment with mechanical or heavy hand tampers.
D. Rework compacted areas failing to meet specified density as determined by tests. Recompact and retest as required to achieve property density.
E. Prior to placing fill material on existing surfaces, scarify to a depth of six inches and recompact to the same degree of compaction as the overlying fill material.

3.09. SITE BOULDER PREPERATION AND PLACEMENT

A. N/A

3.09. GRAVEL AND COBBLE PLACEMENT

A. Gravel and cobble placement in rain gardens and bioswales will be field directed by the Owner’s Representative.

3.10. CLEAN UP

B. Keep project site and adjacent streets reasonably free from accumulation of debris resulting from work specified in this section.
C. Immediately remove dirt, debris, and overreaching construction clutter from buildings and structures, walls, pavements, and curbs.

END OF SECTION

Division 32 - EXTERIOR IMPROVEMENTS

Section 32 12 16
ASPHALT PAVING

PART 1 - GENERAL
1.1 SUMMARY: Provide Asphalt Concrete Paving, as shown and specified per Contract Documents.
1.2 REFERENCES:
A. American Society for Testing and Materials (ASTM): Materials and testing standards as identified throughout this Section or within referenced manufacturers' standard specifications.
B. State of California, Department of Transportation (CalTrans):
1. Specifications: CalTRANS Standard Specifications.
2. Plans: CalTRANS Standard Plans.
1.3 SUBMITTALS:
A. General: Submit product data.
B. Closeout: Submit maintenance data.

PART 2 - PRODUCTS
2.1 MATERIALS:
A. Base Course:
1. General: CalTRANS Standard Specifications, Section 26, Class 2 aggregate base; 3/4 inch maximum.
2. Primer: MC-70 per CalTRANS Standard Specifications, Section 93.
3. Asphalt Binder:
a. General: Steam-refined paving asphalt per CalTRANS Standard Specifications, Section 92, Grade AR-4000.
B. Surface Course: Mineral aggregates for Type "B" asphalt concrete, per CalTRANS Standard Specifications, Section 39-2.02, Type B, ½ inch maximum grading.
C. Seal Coat:
1. General: OverCote manufactured by Reed and Graham, Inc., size as shown.
2. Alternate Manufacturers: Comparable products manufactured by Western Colloid Products, or accepted equal.
D. Pavement-Marking Paint:
1. General: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than 45 minutes; formulated specifically for marking traffic lines on asphaltic concrete and portland cement concrete paving.
2. Parking and Traffic Control Markings: Provide reflective materials.
E. Abrasive Grit: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent white aluminum oxide and not less than 25 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
2.2 MIXES:
A. General: Plant mixed per CalTRANS Standard Specifications, Section 39, Type B, ½ inch maximum grading.
B. Temperature of Asphalt: 275 degrees F minimum; 325 degrees F maximum, when added to aggregate.
C. Temperature of Aggregate: 250 degrees F minimum; 325 degrees F maximum, when asphalt is added.

PART 3 - EXECUTION
3.1 PREPARATION:
A. Environmental Requirements:
1. Base Course: Do not lay during wet weather, on muddy sub-grade, or when atmospheric temperature is below 35 degrees F.
2. Asphalt Surfacing: Do not apply during wet weather, on wet base course, or when atmospheric temperature is below 50 degrees F.
B. Examination: Examine conditions of work in place before beginning work; report defects.

C. Measurements: Take field measurements; report variance between plan and field dimensions.
D. Preparation of Subgrade: Clean, shape and compact to hard surface free from elevations or depressions exceeding 3/8 inch in 10'-0" from true plane. Compact to not less than 95% of maximum dry density per ASTM D1557, as specified under Section 31 20 10 - EARTHWORK.

3.2 INSTALLATION:

A. General: Install in conformance with referenced standards, manufacturer's written directions, as shown, and as specified.
B. Required Thickness after Compaction:
   1. Aggregate Base Course: As shown.
   2. Asphalt Concrete Surface Course: As shown.
C. Asphalt Paving:
   1. Aggregate Base Course: Install per CalTRANS Standard Specifications, Section 26; compact to relative compaction of not less than 95%, ASTM D1557.
   2. Sterilant: Apply per manufacturer's instructions over entire base course area just prior to application of asphalt.
   3. Asphalt Binder: Apply as "tack coat" to all vertical surfaces of existing paving, curbs, walks, and construction joints in surfacing against which paving is to be placed. Apply at rate of 0.02 to 0.10 gallons per square yard of surface.
   4. Asphalt Concrete Surface Course:
      a. General: Per CalTRANS Standard Specifications, Section 39-6 except as modified below.
      b. Final Gradation: Smooth, uniform and free of ruts, humps, depressions or irregularities, with a minimum density of 95% of maximum theoretical unit weight as determined by California Test Method No. 304. Maximum variation 1/8 inch in 10'-0" when measured with steel straightedge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix.
   5. Seal Coat: Thoroughly clean all surfaces of dust, oil spots and other foreign material. Apply a minimum of 30 days after placement of paving. Mix and apply per manufacturer's instructions. Apply two (2) coats, minimum, at a rate of 30 gallons of material per 1,000 square feet, minimum. Additional applications may be required to provide uniform surface.
D. Patching: Cut existing paving square and plumb at all edges to be joined by new paving. Prime vertical surfaces before installing new work. Warp carefully to flush surface, with seal over joints, and feather edge. Patch existing paving where cut for installation of piping or conduits under Division 22 - PLUMBING and Division 26 - ELECTRICAL.
E. Line Painting: As shown.

* * *

Section 32 16 00
CONCRETE CURBS

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

A. Concrete curb and curb cuts shall be constructed per the dimensions indicated on the plans and the following section of the specifications.

1.02 CODES AND STANDARDS

A. Allowable Tolerances
   a. The face, top, and back of the curb shall not deviate from the plans more than ¼-inch over 10 feet as tested with a 10-foot straightedge or curve template, longitudinally along the surface.

B. Specifications and standards:
   a. Section 73, Concrete Curbs and Sidewalks, of CalTrans Standard Specifications
   b. ASTM C1028 - Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull-Meter Method
   c. ASTM C117 - Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
   d. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
   e. ASTM D8139 - Standard Specification for Semi-Rigid, Closed-Cell Polypropylene Foam, Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction
   f. Americans with Disabilities Act Accessibilities Guidelines (ADAAG)

1.03 PART 2 – PRODUCTS

2.01. CONCRETE

A. The construction of curbs or minor concrete containing at least 463 pounds of cementitious material per cubic yard. For extruded or slip form curb construction, the maximum aggregate size must be from 3/8 to 1 inch. The cementitious material content must be at least 505 pounds per cubic yard if a maximum of 3/8-inch aggregate is used.

2.02. MORTAR

A. Mortar must comply with Section 51-1.02F of CalTrans Standard Specifications.

2.03. JOINT FILLER

A. Preformed expansion joint filler must comply with ASTM D1751. As an alternative, a semi-rigid, closed-cell polypropylene foam, preformed joint filler that complies with ASTM D8139 may be used.

2.04. DETECTABLE WARNINGS

A. Detectable warning materials shall be durable with a non-slip surface not subject to spalling, chipping, delamination, or separation. All detectable warnings shall be approved by the Owner's Representative.

B. The truncated dome dimensions and spacing for detectable warnings shall be in accordance with the guidelines defined by the ADAAG for optimal detect-ability and public safety. Detectable warnings shall consist of raised truncated domes aligned in a square grid pattern in conformity with the ADAAG. Truncated domes shall have the following nominal dimensions: base diameter of 1.0 inches (0.9 inches minimum), top diameter of 50 percent of the base diameter minimum to 65 percent of the base diameter maximum, and a height of 0.2 inches. Dome center-to-center spacing of 2.35 inches, measured between the most adjacent domes on the square grid. Dome center-to-center spacing for radial installations shall be 1.6 inches to 2.4 inches with a base-to-base spacing of 0.65 inches minimum. Detectable warning edges shall be sized and installed so that dome spacing is maintained across adjoining edges. Each dome shall have a minimum static friction of coefficient of 0.8 as tasted per ASTM C1028.

C. Detectable warnings shall contrast visually with adjoining surfaces, either light-on-dark or dark-on-light. Specific colors to be used shall be approved by the Owner's Representative.

PART 3 – EXECUTION

3.01. GENERAL

A. The top and face of the finished curb must be true and straight. The top surface of the curb must be uniform in width and free from humps, sags, or other irregularities. Clean any discolored concrete by abrasive blast cleaning or other authorized method.

B. Except for curbs on structures, you may place curbs with an extrusion machine or a slip form paver if:

i. Finished curb is true to line and grade.

ii. Concrete contains the maximum quantity of water that maintains the curb's shape without surface.

iii. Required surface texture is attained.

C. Check the flatness of the top and face of the curb and the surface of the gutter with a 10-foot straightedge. The surfaces must be flat to within 0.01 foot except at grade changes or curves.

3.02. SUBGRADE PREPARATION

A. The subgrade shall be constructed and compacted true to grades and lines shown on the plans. All soft or unsuitable material shall be removed to a depth of not less than 6 inches below subgrade elevation and replaced with material satisfactory to the Owner's Representative and the Engineer. Removal and replacement of soft or unsuitable material will be paid for as extra work.

3.03. FORMWORK

A. Concrete curbs shall be constructed by the conventional use of forms, or may be constructed by means of an appropriate machine when approved by the Owner's Representative.

B. Forms conforming to the dimensions of the curb and sidewalk ramps shall be carefully set to line and grade, and securely staked in position. The forms and subgrade shall be watered immediately in advance of placing concrete.

C. Forms shall be thoroughly cleaned each time they are used and shall be coated with a light oil, or other releasing agent of a type which will not discolor the concrete.

i. Form oil must be of commercial quality, allow for the ready release of forms, and not discolor the concrete.

3.04. DETECTABLE WARNINGS

A. Detectable warnings shall be either placed in freshly poured concrete (wet-set) or recessed into pre-formed concrete. Detectable warnings using wet-set placement shall have an anchoring method that assures constant contact of the detectable warning bottom surface with the concrete as it cures, thus rendering the ramp a single monolithic structure. The thicker and heavier detectable warnings lowered into pre-formed recesses in the concrete substrate must demonstrate a firm fitting into metal reinforced frames without gaps along the edges that can channel water, sand, or debris. They must also be able to resist movement (i.e., sliding, rocking, or lifting) once in service. All attachment systems shall be approved by the Owner's Representative.

3.05. JOINTS

A. Joints shall be constructed in a straight line, vertical plane and perpendicular to the longitudinal line of the single curb, except in cases of curved alignment, where they shall be constructed along the radial lines of the curve.

B. Construct contraction and expansion joints at right angles to the line of the curb. Space contraction joints at 20-foot intervals. For curbs adjacent to existing concrete, align the curb joints with the existing concrete's pavement joints.

C. Expansion joints shall be constructed to the full depth and width of the concrete. The expansion joint material shall extend fully through the concrete and one inch into the subgrade with the top of the expansion joint material one-quarter inch below the top surface. Expansion joint material shall be secured in place prior to placement of concrete.

D. Unless otherwise specified, the large aggregate in contraction joints shall be separated to either side of the joint for a minimum depth equal to 25% of the concrete thickness, the finished depth shall be a minimum of ¾ inch

END OF SECTION

Section 32 84 00
IRRIGATION SYSTEM

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

A. The work described in this specification is intended for the constructability and installation of the Irrigation system per applicable codes and standards. This section includes specifications for the Irrigation system and its components, quality assurance and inspection.

B. Irrigation System:
   a. Irrigation Materials and Components
   b. Installation Codes and Standards
   c. System Location and Layout
   d. Installation of Pipe, Equipment and Components
   e. Irrigation Controller
   f. Field Quality Control
   g. Plant Establishment Period

1.02 RELATED SECTIONS

A. SECTION 31 20 00, EARTHWORK
B. SECTION 32 90 00, PLANTING

1.03 APPLICABLE CODES AND STANDARDS

A. International Organization for Standardization (ISO):
   a. ISO 9001 – Quality management systems requirements.
B. California Plumbing Code (CPC-2022)
   a. Title 24, Part 5
   b. Chapter 15: Alternate Water Sources for Non-Potable Applications
   c. Chapter 16: Non-Potable Rainwater Catchment Systems
C. ASTM A53 – Specifications for Pipe, Steel
D. ASTM D1784 – Specification for Rigid Poly (PVC)
E. ASTM D1785 - Specification for Poly (PVC) Schedule 40, 80, and 120
F. ASTM D2241 - Specification for Poly (PVC) SDR-Series
G. ASTM D2464 - Specification for threaded Poly (PVC)
H. ASTM D2466 - Specification for Poly (PVC) Fittings
I. ASTM D2564 - Specification for Solvent Cements for Poly (PVC)

1.04 SITE CONDITIONS

A. Verify site conditions where the Irrigation system is to be installed and ensure constructability and installation access is free and clear of obstructions.

B. Notify project manager/site-supervisor of any open depressions and excavations made as part of the demolition/grading work for system installation and post warning signs if applicable.

C. Protect active sewer, water, gas, electric, drainage, and irrigation indicated or, when not indicated, found, or otherwise made known to the CONTRACTOR before or during installation work. If a utility is damaged, immediately notify the Twain Harte Community Services District (CSD) for corrective action.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications:
   a. Minimum of 10 years of experience of this Section.
   b. Successful completion of previous projects of similar scope and complexity.
   c. Maintain ISO-9001 production facilities including quality management protocols for production.

B. Installer Qualifications:
   a. Successful completion of (3) previous projects of similar scope of complexity.
   b. Maintain trained technicians on staff providing field service and warranty related work.
   c. Minimum of (3) years of experience in work of this Section.

C. Installation and Excavation Safety: In accordance with OSHA requirements.

1.06 SUBMITTALS

A. Product Data: Submit manufacturer's product data of the following items:
   a. Irrigation Controller
   b. Master Shut-Off Valve
   c. Remote Controlled Valves
   d. Backflow Preventer Assembly
   e. Valve Boxes
   f. Irrigation Heads and Emitters
   g. Related Equipment
B. Operation and Maintenance (O&M) Manual: Provide an operations and maintenance manual for the following items:
   a. Remote Controlled Valves
   b. Irrigation Controller
   c. Maintenance Schedule
C. Manufacturers Installation Instructions: Submit installation instructions for control valves, meters, and irrigation controllers.
D. Irrigation Map and Schedule: Provide an Irrigation Zone Map along with the watering schedule (O&M) Operations and Maintenance Manual.

1.07 EXISTING IRRIGATION SYSTEM

A. Not Applicable

1.08 PRE-INSTALLATION CONFERENCE, SEQUENCING AND SCHEDULING

A. Convene a conference before the scheduled commencement of the work in this Section. Attendees shall include Owner's Representative, Irrigation Contractor and trades involved. Agenda shall include schedule, responsibilities, critical path items and approvals.
B. Coordinate layout and installation of Irrigation Sleeves, conduits, and piping under paved areas and other features prior to their construction.
C. Coordinate installation of Irrigation System with excavation of planting areas. Refer to SECTION 32 09 00, Planting for requirements. Typically, the irrigation system shall be installed after planting areas have been excavated and graded.
D. The Irrigation System shall be installed and tested prior to installation of plant material. Coordinate layout and installation of irrigation system with location and installation of plant material to assure that there will be complete uniform irrigation coverage of plating as indicated.
E. Tree and shrub locations shall be staked in the field prior to installation of irrigation pipe and heads. Refer to the plant list on the construction drawings for plant setbacks and spacing requirements.

1.09 WRENCHES AND KEYS

A. Furnish and deliver to Owner's Representative, two each of the following items upon completion of the work of this Section:
   a. Wrench for each type of valve
   b. Keys for valve box covers, controller panels, enclosures and backflow preventer assembly enclosure.

1.10 DELIVERY, STORAGE AND HANDLING

A. Do not deliver (unless otherwise specified) system components until time needed for installation and after proper protection can be provided for materials.
B. Store and handle in strict compliance with manufacturer's written instructions and recommendations.
C. Protect from damage due to weather, excessive temperature, and construction operations.
D. Leave protective coverings in place until just prior to installation.
E. Store irrigation components inline with manufacturers recommended handling during transportation and site construction. System components shall be protected from damage during delivery.

1.11 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity and ventilation) within manufacturers limits for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.12 WARRANTY

A. Manufacturer's Warranty: Provide manufacturer's standard limited warranty against defects in materials and workmanship.

PART 2 – PRODUCTS

2.01 IRRIGATION MATERIALS, EQUIPMENT, AND FACILITIES

A. The CONTRACTOR shall furnish all materials, tools, equipment, devices, appurtenances, facilities, and services as required to perform the installation of the irrigation system as shown in the construction drawings and described in the specifications.

B. The landscape irrigation system shall consist of a completely automatic, electrically controlled drip emitter and spray irrigation system. The system shall be designed to provide complete coverage with minimum maintenance. The system shall be designed to prevent overspray.

C. The irrigation system shall be furnished and installed complete, including the following functions and features: connection to irrigation stub-out (point of connection), backflow preventer assemblies and enclosures, all pipe, fittings valves, electric automatic valves, irrigation heads and emitters, valve boxes, and any accessories required for a complete install.

D. Irrigation materials and equipment shall be new, non-corroded, non-defective, that meet the specified standards.

E. Piping: Above grade piping shall be galvanized steel or an approved equivalent. Below grade mains and laterals shall be rigid polyvinyl chloride (PVC).

a. Galvanized Steel Pipe: Galvanized steel pipe shall be Schedule 40, conforming to ASTM A53, Grade B, with 150 pound banded, galvanized malleable iron screwed fittings.

b. Plastic Pipe: Shall be solvent welded PVC 1120 or 1220 pressure-rated pipe. Supply lines shall be ASTM D1785, Class 12454-B, PVC1120 or PVC1120, Schedule 40.

c. Irrigation Laterals: Shall be ASTM D2241, Standard Dimension Ratio (SDR) 13.5 (Class 315), for ½ inch and smaller and ASTM D1785, Class 12454-B (schedule 40), for pipe ¾ inch and larger.

d. Fittings: Shall be molded PVC, Schedule 40, conforming to ASTM D2466, Class 1433. Fittings shall be capable of withstanding maximum pressure rating of the pipe with which it is used. Provide Schedule 80 fittings conforming to ASTM D2464 where indicated or required.

e. Pipe thread sealant compound: Shall comply with requirements of ASTM D1784 or ASTM D2564, as applicable.

F. Conduit: Provide rigid non-metallic conduit conforming to UL Standard No. 651 for rigid non-metallic conduit, such as Schedule 40 PVC conduit, unless otherwise indicated.

G. Remote Control Valves: Remote control valves shall be Rainbird Series or approved equivalent for 2" and 1" sizes.

a. Valves shall have a contamination proof (CP) self-flushing nylon screen located at the valve inlet to filter out grit and prevent clogging of hydraulic control ports and assure reliable operation.
b. Valves shall be normally closed and be of the size indicated.
c. Valves shall be serviceable from the top without removing the valve body from the system.
d. Valves shall be equipped with a device that will regulate and adjust the flow of water, and with a manual shut-off.
e. The automatic closing time shall not be less than 5 seconds.
f. Valves shall be compatible with the electric automatic controllers.
g. Valve solenoid shall be designed for operation at 24-volts, AC, at 0.41 amps maximum in-rush current.

H. Unions: Unions shall be a minimum of 150-pound galvanized malleable iron with ground joints for above grade locations, and PVC schedule 80 threaded for below grade locations,

and shall be provided on both sides of the wye strainer, control valves, and pressure reducing valve. Valves or strainers having integral union(s) are acceptable substitutes for union(s).

I. Irrigation Controller: Controller shall be having the following features:
   a. Independent control over each station start and stop time (dwell time), and number of cycles per day.
   b. 24-hour timer; 14-day minimum calendar period; dwell times adjustable in one minute increments for 1 to 360 minutes and cycles of minimum 4 starts in 24 hours.
   c. 24-volt, 1.5-amp minimum output capacity with circuit breaker and with automatic reset and controller and valve surge protection.
   d. Number of stations as indicated.
   e. Six repeat watering program (cycles, windows) per day capability.
   f. Two-minute dwell time for each station in event of power interruption.
   g. Simple “user friendly” keyboard programming with messages flashed on display screen to prompt entries by user.
   h. Retention of volatile program memory setting, time, and date for up to 18 hours in event of power failure with rechargeable battery and trickle charger provided. Non-volatile, entry erasable programmable memory (EEPROM) is preferred.
   i. Shutdown and bypass of station in event of excess flow.
   j. Manual actuation of each valve locally at the controller. This is in addition to the capability requirements for valve control by transceiver and remote control, statistical reporting to, and random access and reprogramming from the central computer.

J. Control, Common and Spare Wires:
   a. Low voltage control wire shall be Type UF, 600-V size as recommended by the manufacturer of the controller furnished for this project, but not smaller than No. 14 AWG. Common wire shall not be smaller than No. 12 AWG. Insulation shall be of a type approved by the California Electrical Code for underground direct burial, Class 2 wiring, 24-volt, 60 cycle, A.C. service.
   b. Controller valve main wire insulation shall be black or red. Furnish different color control wire for each controller. Each common line shall be white with a color stripe to match the color of control wires it serves. Spare wire shall be a color different from control and common wires.
   c. Control wire identification tags shall be 2-1/4 inches by 2-3/4 inches in size.
   d. All splices made to electrical wires shall utilize waterproof connectors. This includes a twist-on connector for making a UL-listed mechanical connection. Once the mechanical connection is made, it shall be inserted into a gel-filled tube and the twist-on connector shall lock in place when it reaches the bottom of the tube. The lid of the tube shall then be closed such that it applies pressure on the insulation of the wires and creates strain relief. Splices shall be capable of satisfactory operations under continuous submersion in water.

K. Shut Off Valves: Valves for underground service shall be, at a minimum, 125-pound rating with non-rising stem. Valves shall be easily accessible, housed in a valve box as specified.

L. Valve Boxes and Control Wire Junction Boxes: Commercial grade valve boxes shall be sized adequately to house the specific irrigation components indicated, including the electric remote-control valve, shut off valves furnished with a lockable cover with lift handle.

M. Valve Boxes for flush and air relief valves: Commercial grade round boxes shall be sized adequately to house the specific valves indicated.

N. Backflow Assembly Enclosure:
   a. A vandal-resistant solid aluminum cover shall enclose the backflow preventer, filter unit, and pressure-reducing valve. The filter shall be mounted upstream of the backflow preventer and provide 9-inches clearance between the filter drain valve and pad surface. The pressure reducing valve shall be provided downstream of the filter. Unions shall be provided on both sides of each component.
   b. The cover shall be equipped with all stainless-steel hardware and flush-mounted lockable hatch assembly designed for ease in handling. The cover shall be 3 inches clear of valve operating handles and appurtenances and shall be constructed of aluminum, with rigid,

reinforced construction having a minimum corner angle, mid-section reinforcement and pre-punched viewing ports with rolled or relieved edges. The cover shall be bolted to a 4-inch thick reinforced poured-in-place concrete pad that shall extend a minimum of 3 inches beyond the cover. The cover shall be anchored to the pad at each corner using minimum 1/4 x 2-1/2-inch anchor bolts of galvanized steel.

c. The padlock will be furnished by Owner's Representative.

O. Filters: The filter unit shall have a removable cylinder and integral resilient seat ball type drain valve. The free flow principle shall be intrinsic in the unit design, causing the water flowing along the cylinder to seep through the cylinder perforations, allowing particles to drop to the bottom for accumulation. The filter shall be suitable for 75 psi operating pressure and equipped with 155 mesh media. The unit shall have a factory-applied label affixed to the housing indicating media size and a flow arrow cast on the housing. The filter inlet and outlet for 2-inch and smaller units shall be male pipe thread and for 3-inch and larger units shall be 150 psi flanged.

P. Sleeves for Conduit and Water Lines: For pipe 3/4 inch through 4 inches in diameter, provide PVC Schedule 40 pipe, two pipe sizes larger than the water line and two pipe sizes larger than conduit. For pipe 6 inches in diameter and larger, provide corrugated metal pipe (galvanized) a minimum of one pipe size larger than the sleeved pipe.

Q. Irrigation Heads and Drip Emitters: The sprinkler body, stem, nozzle and screen shall be constructed of heavy-duty, ultraviolet resistant plastic.

a. Sprinkler Heads and Bodies: Sprinklers shall be as specified on Irrigation Plans. Sprinkler shall have a 12-inch popup height, an integral check valve that holds up to 8 feet of head (3.50 psi), a heavy-duty stainless steel retraction spring, pressure regulation capability, flow shield build into the stem, a soft elastomer pressure-activated wiper seal, and a ratcheting system for easy alignment of the pattern. Riser nipples for all sprinkler heads shall be the same size as the riser opening in the sprinkler body. Or approved equal determined by the Owner's Representative.

b. Drip Emitters shall be 0.5 GPH pressure compensating and installed on 1/2 inch poly drip line as specified. Tubing shall be 1/2 inch minimum nominal diameter with a minimum wall thickness of 0.050. Or approved equal determined by the Owner's Representative.

c. Line Flushing Valves: 1/2 inch PVC.

R. Backflow Preventer: 1" Zurn 375-XL Reduced Pressure Backflow Preventer. Or approved equal determined by the Owner's Representative.

S. Water Flow Meter: The water flow meter shall be a line-mounted, corrosion-resistant construction.

2.02 MANUFACTURERS

A. Acceptable Manufacturer(s) for Irrigation System:

a. DripWorks USA
b. Rainbird
c. Hunter

B. Substitutions: Any substitutions shall be equal to the equipment specified, as determined by the Owner's Representative.

PART 3 – EXECUTION

3.01 EXAMANATION AND PREPARATION

A. Do not proceed with installation until project site have been prepared using the methods recommended by the manufacturer and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.

B. If preparation is the responsibility of another installer, notify Owner's Representative in writing of deviations from manufacturer's recommended installation tolerances and conditions.

C. When applicable, backfill and compact depressions caused by excavations, demolition, and removal in accordance with the requirements outlined in SECTION 31 20 00, EARTHWORK.

3.02 INSTALLATION STANDARDS

A. The landscape irrigation system shall be installed in accordance with applicable requirements of the California Plumbing Code and California Electrical Code, and the requirements of the jurisdictional water company or utility district.
B. Manufactured materials and equipment shall be installed in accordance with the respective manufacturer's instructions for the location and conditions.
C. Electric automatic controller, electric remote-control valves, electrical wiring, and the installation thereof shall conform with applicable provisions and codes.

3.03 SYSTEM LAYOUT

A. It shall be the Contractor's responsibility to lay out the irrigation system. Location of facilities indicated on Contract Drawings are approximate and diagrammatic and may require adjustment. Work shall be laid out as accurately as possible to conform with the construction drawings. Provide additional offsets, fittings, sleeves, and other devices that are required to complete the installation.
B. Irrigation system shall avoid conflicts with plant materials, lighting standards, signposts, architectural features, above and below ground utilities, and drainage system. Irrigation piping layout is schematic, showing location of pipes and fittings approximately. For example, where pipe is shown parallel or close to planting bed areas, it is intended that pipe be located inside the planting bed area.
C. Minimum flow through any spray valve shall be eight gallons per minute with 30 psi at the downstream side of the remote-control valve and pressure-reduce valve.
D. Minimum flow through any drip circuit valve shall be 3 gallons a minute with 25 psi at the downstream side of the remote-control valve and pressure valve.
E. Sprinkler head spacing shall be in accordance with manufacturer's recommendations for overlapping coverage. All sprinkler heads shall provide head-to-head coverage with a minimum of one foot overlap.
F. Laterals shall be installed not less than 12 inches from fences, curbs, sidewalks, and pavement, unless otherwise indicated.
G. Modifications: Provide modifications to the irrigation system to avoid blockage of sprinkler irrigation patterns, to prevent overspray and excessive runoff onto walkway and parking areas, and to provide full irrigation coverage to the planted areas. Such modifications also include trimming and adding heads as required to spray around trees, light poles, sign posts, other objects that obstruct spray pattern, and adjustments required as a result of trees being relocated or removed due to underground utility or drainage problems.

3.04 TRENCHING AND BACKFILL

A. Trenches shall be only wide enough to provide sufficient working space on each side of the pipe for making joint and compacting bedding materials and backfill. The bottom of trench shall be graded and prepared to provide a firm and uniform bearing throughout the length of the pipe, sleeve, or conduit.
    a. Trenches for lateral piping shall provide for a minimum of 12 inches of cover.
    b. Trenches for mains and conduits shall provide for a minimum of 18 inches of cover.
    c. Trenches under paving shall provide for a minimum of 24 inches of cover.
    d. Trenches for subsurface drip lines/tubes shall be 6 inches deep, or as recommended by the drip line manufacturer.
B. After trenches have been excavated, pipe shall be installed, tested, and inspected, and the trench shall be backfilled without undue delay.
C. Before pipeline trenches are backfilled, the irrigation system shall be pressure tested and the location of irrigation heads modified as required to obtain complete and uniform coverage of each plant's root ball.

3.05 FIELD QUALITY CONTROL

A. Field Inspection: Coordinate fieldinspection in accordance with appropriate sections and the California Plumbing Code.
B. System Testing:

a. Installation oversight and technical support.
b. Terminate and test control system wiring and operation of electrical components.
c. Demonstrate proper pump and controls operation.
d. Make adjustments to meet user-defined system performance.
e. Review operation and maintenance procedures with Twain Harte CSD.

C. Each system shall be tested and approved by Owner's Representative before backfilling trenches. Electrical circuits shall be tested and operative prior to backfilling of trenches. Leaks in the irrigation system shall be repaired, defective materials replaced, and the test shall be performed again.
D. Prior to testing, sufficient backfill materials may be placed on pipes between fittings, couplings, and connections to ensure stability of the line. Fittings, couplings, and connections shall remain visible for the full period of the test. Before pressure testing, the system shall be flushed with control valves open. Pipe shall be plugged or capped where irrigation heads are to be installed, while testing the system.
E. The entire system shall be checked for uniform and complete coverage after installing and testing.
F. Mains, laterals, valves, fittings, and automatic electrical control valves shall be pressure tested. After assembly and installation, and after joints have cured for 24 hours, test main first, then capped laterals (before installation of heads). For mains, pump to 100 psi static pressure, then disconnect pump. Pressure gages shall be located at two points in the system and shall show no loss after a period of six hours. Laterals shall be tested at line pressure.
G. Pipes, where pavement will be installed above, shall be retested, after subbase and base course material have been installed.
H. Irrigation System Function Test: Function tests shall be performed for each electric automatic controller and associated automatic irrigation system. The function test shall consist of not less than five consecutive working days during which time each controller shall have completed at least ten complete cycles automatically for each station controlled by said controller. If unsatisfactory performance of the system develops, the condition shall be corrected, and the test repeated until continuous satisfactory operation for five consecutive working days is obtained.
I. Backflow Preventer Test:
    a. Testing of back flow preventers shall be conducted by a certified back flow preventer tester. The tester shall hold a valid certification as a back flow preventer tester from the county or other jurisdictional authority in which the device to be tested is located.
    b. Test for back flow preventers shall be satisfactorily completed after installation of the back flow preventer assemblies and before operation of the irrigation system. Back flow preventers that fail the required tests shall be repaired or replaced and retested.
J. Final Inspection: Prior to acceptance of the work, clean and adjust all systems. Operate all systems under the observation of the Owner's Representative. Irrigation heads shall be visually inspected for coverage. Remote control valves shall be properly balanced.

3.06 PLANT ESTABLISHMENT PERIOD

A. The plant establishment period shall be as specified in Section 32 90 00, Planting.
B. Timing of irrigation controllers shall be adjusted for optimum performance and, to prevent flooding, on a cycle to end not later than 6:30 a.m.
C. Upon completion of landscape planting and clean-up operations, the Contractor shall request a final inspection by the Owner's Representative. The Contractor will not be permitted to begin the plant establishment period until after the Engineer has approved the landscape irrigation system installation in writing.
D. The Contractor shall maintain electrical and irrigation systems throughout the plant establishment period. Defective equipment shall be replaced.
E. The Contractor shall provide a summary of the recommended irrigation schedule after completion of the establishment period.

3.07 DISPOSAL OF REMOVED MATERIALS AND DEBRIS

A. Clean and protect products in accordance with manufacturer's recommendations.
B. Touch-Up, repair or replace products before substantial completion.
C. Dispose of scrap materials, waste, trash, and debris from the installation of the irrigation system in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by the Twain Harte CSD.
D. Burying trash and debris on site will not be permitted. Similarly, burning of trash and debris at the site will not be permitted.
E. Scrap materials, trash, and debris shall become the property of the CONTRACTOR and shall be removed from the site and be disposed of in a legal manner. Location of the disposal site and length of haul shall be the CONTRACTOR's responsibility.

END OF SECTION

Section 32 90 00
PLANTING

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

A. The work of this Section consists of:
   I. Providing labor
   II. Equipment and materials for the acquisition and installation of:
      i. Soils
      ii. Plant materials
      iii. Plant establishment maintenance.

1.02 RELATED SECTIONS

A. SECTION 31 23 00, EARTHWORKS

1.03 CODES AND STANDARDS

A. All local, municipal, and state laws, codes and regulations relating to all portions of this work are to be incorporated as part of these Specifications. These specifications shall not be construed to conflict with any of the below codes, regulations, or requirements. The Specifications and Drawings shall take precedence when they call for materials, workmanship or construction of a better quality or higher standard than required by the above-mentioned codes and regulations. Furnish without extra charge additional materials and labor required to comply with above rules and regulations.
B. State of California Model Water Efficient Landscape Ordinance (MWELO)
C. Public utility agency having jurisdiction over the project work.
D. "Sunset Western Garden Book," current edition.
E. "American Standards for Nursery Stock," American Association of Nurseryman, 230 Southern Building, Washington, D.C. 20005.
F. International Society of Arboriculture, Guide for Plant Appraisal, latest version.
G. United States Composting Council Compost Analysis Program (CAP)
H. United States Composting Council (USCC) Seal of Testing Assurance (STA) program.
I. Test Methods for the Evaluation of Composting and Compost (TMECC)
J. Manufacturer's recommendations.

1.04 QUALIFICATIONS:

A. Labor Force: Provide a foreperson and landscape installation and maintenance force thoroughly familiar with, and trained in, the work necessary to complete the tasks described herein in a competent, efficient manner acceptable to the Owner's Representative.

1.05 REQUIREMENTS

A. Site Visit: At beginning of work, visit and walk the site with the Owner's Representative and all sub-consultants to clarify scope of work and understand existing project/site conditions.
B. Supervision: The foreperson shall directly supervise the work force at all times and be present during the entire installation. Foreperson shall notify Owner's Representative of all changes in supervision.
C. Identification: Provide proper identification at all times for landscape maintenance firm's vehicles and a labor force uniformly dressed in a manner satisfactory to Owner's Representative.
D. Protect all existing and new plants from construction activities, deer, and rodents: Contractor shall be responsible for protection of all planting per Part 3.
E. All material substitutions shall be reviewed and approved by the Owner's Representative.

1.06 SITE PREPERATION FOR PLANTING AREAS

A. Prior to digging for the purpose of soil amending and planting, Contractor shall be aware of all underground utilities, pipes and structures. Contractor shall contact all utility companies for field location of underground utility lines prior to any excavation. Contractor shall take sole responsibility of any cost.
B. Do not proceed with planting installation as designed if obstructions and/or grade differences exist that may not have been known during design. Such conditions shall be immediately

brought to the attention of Owner's Representative. The Contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.

C. Contractor shall be responsible for any coordination with subcontractors as required to accomplish planting operations.
D. Coordinate installation of large plant material with installation of structures such as wall footings, pavements, and curb and gutter.

1.07 PLANT MATERIAL STANDARDS

A. Quality and Size of Plants: Conform to the State of California Grading Code of Nursery Stock, No. 1 grade.
B. The contractor shall provide healthy, vigorous plant stock grown under climatic conditions similar to the conditions in the locality of the project.
C. Contractor shall furnish plant material free of insect pests or plant diseases. The Contractor shall comply with federal and state laws requiring inspection for plant diseases and infestations. The Contractor shall submit inspection certificates required by law with each shipment of plants, and deliver certificates to the Owner. Finally, the Contractor shall obtain clearance from the County Agricultural Commissioner as required by law, before planting plants delivered from outside the County in which planted.
D. Contractor shall warranty all plant materials per the specifications.
E. Contractor shall do their own quantity take-offs for all plant materials and sizes shown on plans.
F. See details and specifications for staking method, plant pit dimensions and backfill requirements.
G. Plant crown elevations relative to finish grade are shown on planting details and shall be strictly adhered to. Proper compaction of backfill to prevent settlement shall be required.
H. Trees and shrubs shall be installed prior to planting groundcover.

1.08 SOIL AMENDMENTS

A. Remove rocks larger than three inches from planting areas.
B. For soils less than six percent organic matter in the top six inches of soil, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil.
C. On-site soils with an organic content of at least five percent can be properly stockpiled (to maintain organic content) and reused.
D. Contractor to loosen compacted soils and mix soil amendments and conditioners to a minimum depth of 12 inches in planting areas.

1.09 FINISHED GRADES IN PLANTING AREAS

A. The Contractor shall allow for the addition of specified quantities of soil amendments and conditioners in soil preparation and finish grading.
B. The Contractor shall be responsible to establish the specified finished elevation, including importing soil or excavation, removal and disposal at an approved location. The Contractor shall furnish and install supplementary amended import soil in any planting areas as necessary to achieve the specified finish planting grades. Imported soil shall be free of unwanted seeds.

1.10 WARRANTY AND REPLACEMENT

A. Maintenance Period: See Part 3.
B. Warrant all plants to be in a healthy, thriving condition until the end of the maintenance period, and deciduous trees, shrubs and vines beyond that time until active growth is evident.
C. Replace all dead and damaged plants and plants not in a vigorous condition immediately upon discovery and as directed by the Owner's Representative and at no cost to the owner. Install replacement plants before the final acceptance of the maintenance period in the size specified.

PART 2 – PRODUCTS

2.01. EXISTING PLANTING SOIL (TOPSOIL)

A. Existing Planting Soil is defined as on-site topsoil that is either to be removed and stockpiled for reuse or to remain in place during construction. Satisfactory planting soil shall be free

of subsoil, clay, lumps, stones, and other objects over 3" in diameter, and without weeds, roots, and other objectionable material. The soil shall be fertile, friable, natural, productive soil containing a normal amount of humus, and shall be capable of sustaining healthy plant life. Soil shall not be infested with nematodes or with other noxious animal life or toxic substances. Soil shall be obtained from well-drained, arable land, and shall be of an even texture. Soil shall not be taken from areas on which are growing any noxious weeds listed in Cal IPC (California Invasive Plant Council) such as morning glory, equisetum, or Bermuda grass, etc.

B. Minimize the extent of disturbance activities to minimize impacts to soil outside the project's construction limits.
C. Mitigate construction-related soil compaction in vegetation areas.
D. Stockpile and reuse native soils in construction impact areas. When stockpiling topsoil, store on a flat site, mound soil no higher than 4 feet high for less than 12 months, ideally 6 months. Regardless of time stockpiled onsite, cover to prevent soil erosion and contamination by weeds.
E. Mitigate construction-related soil compaction in vegetation restoration areas by ripping the soil to loosen its structure. After final slope grading and prior to placement, cut slopes should be cross-ripped horizontal to the slope to assist in anchoring the topsoil. The spacing of the ripping shanks should be three feet and penetration should not exceed 12 inches in depth. Where embankments are constructed, offsetting lifts of material to create an uneven surface prior to topsoil placement should be considered. Smooth slopes are not acceptable. Alternative approaches to soil ripping will be considered for terrain which is inaccessible by machine. Proposed alternate methods must be submitted to Owner’s Representative for approval prior to implementation.
F. Use only well composted soil amendments and incorporate them per manufacturer recommendations unless otherwise specified by soil lab.
G. Following construction, stockpiled topsoil should be uniformly redistributed (placement) to a depth of six inches. Placed topsoil should be cat tracked vertically to the slope to compact the topsoil and to create horizontal pockets (safe sites) to hold seed and water.
H. The contractor shall avoid walking, operating equipment or driving vehicles on planting areas after soil preparation is complete.

2.02. COMPOST AMENDMENT FOR PLANTING SOILS

A. Compost shall be well decomposed, stable and weed free. It shall be derived from one or more locally sourced organic materials such as: food waste or urban plant debris, agricultural crop residue or herbivore animal manures with a preference for urban plant debris and food waste. It shall not contain mixed solid waste. The product shall contain no substances toxic to plants and will possess no objectionable odors.
B. The composted yard waste amendment shall be a mixture of feedstock materials including green material consisting of chipped, shredded, or ground vegetation and mixed food waste, or clean processed recycled wood products. Single source, biosolids (sewage waste) compost will not be acceptable.
C. Composted Yard Waste Soil Amendment properties to conform to the following:
    1. Moisture Content: 35-60%.
    2. Contaminants: The compost shall be free of contaminants such as glass, metal and visible plastic. Heavy meals, fecal coliform and Salmonella shall not exceed levels outlined as acceptable in the California integrated waste management regulations.
    3. Maturity: Physical characteristics suggestive of maturity include:
        i. Color: Dark brown to black.
        ii. Acceptable Odor: None, soil-like, or musty.
        iii. Unacceptable Odor: Sour, ammonia or putrid.
        iv. Particle Characterization: Identifiable wood pieces are acceptable, but the balance of the material shall be soil-like without recognizable grass or leaves.

2.03. PLANTS

A. Plant the variety, quantity and size indicated on drawings. The total quantities indicated on the drawings are considered approximate and furnished for convenience only. Contractor shall perform plant quantity calculations and provide all plants shown on the drawings.
B. Take precautions to ensure that the plants will arrive at the site in proper condition for successful growth. Protect plants in transit from windburn and sunburn. Protect and maintain plants on site by proper storage and watering.
C. Install healthy, shapely and well rooted plants with no evidence of having been root-bound, restricted or deformed.
D. Tag plants of the type or name indicated and in accordance with the standard practice recommended by the American Association of Nurserymen.
E. If plant species shown on drawings are not obtainable, proposed substitutions of nearest equivalent size or variety and with an equitable adjustment of contract price must be submitted in writing to and approved by Owner's Representative in writing.
F. Tree Form – Large Container
    1. Trees shall have a symmetrical form as typical for the species/cultivar and growth form.
    2. Central Leader for Single Trunk Trees: Trees shall have a single, relatively straight central leader and tapered trunk, free of co-dominant stems and vigorous, upright branches that compete with the central leader. Preferably, the central leader should not have been headed; however, in cases where the original leader has been removed, an upright branch at least ½ the diameter of the original leader just below the pruning point shall be present.
    3. Potential Main Branches: Branches shall be evenly distributed radially around and appropriately spaced vertically along the trunk, forming a generally symmetrical crown typical for the species.
    4. Headed temporary branches should be distributed around and along the trunk as noted above and shall be no greater than 3/8" diameter, and no greater than ½ diameter of the trunk at point of attachment.
    5. Measure trees with branches in normal position. Height and spread dimensions indicated refer to the main body of the plant, and not from branch tip to tip.
G. Tree trunk – Large Container
    1. Trunk diameter and taper shall be sufficient so that the tree will remain vertical without the support of a nursery stake.
    2. Trunk shall be free of wounds (except properly made pruning cuts), sunburned areas, conks (fungal fruiting-bodies), wood cracks, bleeding areas, signs of boring insects, galls, cankers and/or lesions.
    3. Tree trunks shall be undamaged and uncut with all old abrasions and cuts completely callused over. Do not prune plants prior to delivery.
H. Tree Roots – Large Container
    1. Trunk root collar (root crown) and large roots shall be free of circling and/or kinked roots. Contractor may be required to remove soil near the root collar to verify that circling and/or kinked roots are not present.
    2. The tree shall be well rooted in the container. When the trunk is lifted the trunk and root system shall move as one and the root ball shall remain intact.
    3. The top-most roots or root collar shall be within one inch above or below the soil surface. The soil level in the container shall be within the limits shown in above table.
    4. The root ball periphery shall be free of large circling and bottom-matted roots.
    5. On grafted or budded trees, there shall be no suckers from the root stock.
I. All seed shall conform with the California State Seed Law of the Department of Agriculture. Each seed bag shall be delivered to the site sealed and clearly marked as to species, purity, percent germination, dealer's guarantee, and dates of test.

2.04. TREE STAKES

A. Provide three-inch (3") diameter by ten feet (10') long for trees greater than 8' high and 1" caliper.

2.05. MULCH

A. A minimum 3-inch layer of organic wood chip mulch shall be applied on all exposed soil surfaces of planting areas except grass areas, creeping or rooting ground covers, or direct seeding applications where mulch is contra-indicated.

PART 3 – EXECUTION

3.01. PREPARATION

A. If project timeline allows, planting shall occur during the wet season to maximize the benefit of seasonal rains. Avoid planting during extreme heat or freezing temperatures.

3.02. PLANT PROTECTION AND REPLACEMENT

A. Inspect and protect all existing and new plants and trees against damage from construction activities, erosion, trespass, insects, rodents, deer, disease, etc. and provide proper safeguards, including trapping of rodent and applying protective sprays and fencing to discourage deer browsing. Maintain and keep all temporary barriers (Tree Protection Fencing) erected to prevent trespassing.

3.03. GENERAL PREPARATION OF PLANTING SOIL

A. All planting soils to be amended as specified in soil laboratory analysis report(s).

B. Provide a minimum of three-inch depth of amended planting soil in all planting areas, or more where shown or specified otherwise. Install soil in maximum six-inch to nine-inch lifts. Compact each lift prior to installing subsequent lifts.

C. Thoroughly wet down the planting areas to settle the soil and confirm irrigation coverage and operation. Allow soil to dry to be workable as described herein.

D. Prior to planting, soil shall be loose and friable to a minimum depth of 12 inches with a relative maximum compaction of 85%.

E. Prior to planting, soil shall be moist, but not so moist that it sticks to a hand shovel. Do not work planting soil in a wet or muddy condition or dump or spread in areas where subgrade is not in proper condition.

F. Finish Grade: Hold finish grade surface in planting areas 1/2-inch below adjacent pavement surfaces, tops of curbs, manholes, etc. Drag finish grade to a smooth, even surface. Grade to form all swales and berms. Pitch grade with uniform slope to catch basins, streets, curb, etc., to ensure uniform surface drainage. Areas requiring grading include adjacent transition areas that shall be uniformly sloped between finish elevations. Slope surface away from walls so water will not stand against walls or buildings. Control surface water to avoid damage to adjoining properties or to finished work on the site. Take required remedial measures to prevent erosion of freshly graded areas.

G. When excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped until conditions are satisfactory.

3.04. PLANT DELIVERY

A. If plant materials are not acquired from a local nursery, they shall be delivered to a temporary nursery/ staging area at the project site up to one month prior to implementation. This will facilitate proper acclimatization and “hardening off” of plants to local conditions prior to planting. Staging/nursing area location will be as instructed by the Owner’s Representative.

B. Temporary nursery shall have adequate space to stage all the plant materials in one location. The temporary nursery shall be equipped with sufficient water for irrigation, fencing to exclude rodents and tampering, and frost blanket to protect against temperature extremes.

3.05. TREE, SHRUB AND PERENNIAL PLANTING

A. Layout plants per the planting plan for approval by Owner’s Representative prior to planting.

B. Tree and Shrub Planting:

1. Plants are to be hand planted with the planting hole excavated to 1-1/2 times the depth and 3 times the diameter of the plant container. Fill holes with water to saturate the surrounding soil.
2. The plant shall be centered in the hole and placed to a depth equal to the soil level within the container. Previously excavated native subsoil may be properly

amended and used as planting soil, then backfilled into the planting hole prior to placing the plant in order to achieve proper planting depth and to center the plant within the hole. Once the plant is properly placed within the planting hole, the remainder of the planting soil shall be placed back into the hole. The soil shall be lightly tamped and firmed into place, such that voids and air pockets do not exist within the planting hole. Soil shall be replaced only to the level of the surrounding undisturbed soil and shall not be mounded around the stem of the plant.

3. Create a shallow watering basin for each plant (1 to 2 inches deep x 12 inches wide), except in Riparian Corridor planting areas.
4. ADD ALT: Protect each plant with a cage. Add stakes or staples to ensure cage will be stable and secure.

3.06. MULCH

A. Mulch all new planting with organic wood chip mulch to a minimum 3-inch depth.
B. Keep mulch away from base (trunk) of plant by a minimum of four inches.

3.07. WATERING

A. Water all plantings immediately after planting. Apply water to all plants as often and in sufficient amount as conditions may require to keep the plants in a healthy vigorous growing condition until completion of the establishment period.Do supplemental hand watering through the plant establishment maintenance period.

3.08. MAINTENANCE OF PLANTING

A. Maintain plants from time of delivery to site until final acceptance of landscape installation.

3.09. PRE-MAINTENANCE PERIOD REVIEW AND APPROVAL OF PLANTING

A. Receive approval of the installed planting prior to commencement of planting establishment maintenance period. Notify the Owner's Representative a minimum of seven (7) days prior to requested review. Before the review, complete the following.
   1. Complete all construction work.
   2. Present all planted areas with all plants installed and appearing healthy.

3.10. PLANTING ESTABLISHMENT MAINTENANCE

A. Approach
   1. Plantings shall be maintained in a manner consistent with the establishment and long-term sustainability of native vegetation.
   2. Plantings are intended to be informal in appearance, to promote a naturalized setting, and to help blend the facilities in with the surrounding landscape. Excessive manicuring or tidying is inappropriate and not required.

B. Method
   1. Plant establishment maintenance period shall be for a period of 120 days from approval of plant installation.
   2. Pruning of planted materials shall be avoided, except where stems and branches interfere with pedestrian or vehicular circulation, walls, and eaves of buildings, or where a line-of- sight needs to be maintained.
   3. Raking and leaf removal within planted areas shall be avoided. Accumulated litter and duff will create a more natural appearance, help to build soil fertility, retain soil moisture and help preclude the establishment of weeds. However, litter and duff materials removed from other areas (after planting and during regular maintenance) shall not be applied to planted areas to avoid over-accumulation and deleterious effects to planted materials.
   4. Keep all walks and paved areas clean. Keep the site clear of debris resulting from landscape work or maintenance.
   5. Keep watering basins in good condition.
   6. Remove non-native weeds by hand only.

C. General Requirements
   1. Establishment Period: The planting establishment maintenance period required shall be 120 calendar days after all planting and irrigation is complete, seed is

installed/seeded, and as approved by Owner's representative. A longer period may be required if the plants are not thick, vigorous and even, or if the plant material is not acceptably maintained during the maintenance period. The start of the maintenance period to be confirmed by Owner's Representative. Contractor to notify Owner's Representative of start and end dates of maintenance period.

2. Planting establishment maintenance immediately follows, coincides with, and is continuous with the planting operations, and continues through seed installation, and after all planting is complete and accepted; or longer where necessary to establish acceptable stands of thriving plants.
3. Protect all areas against damage, including erosion, trespass, insects, rodents, disease, etc. and provide proper safeguards. Maintain and keep all temporary barriers erected to prevent trespass.
4. Keep all walks and paved areas clean. Keep the site clear of debris resulting from construction or maintenance activities.
5. Repair all damaged planted areas and replace plants and reseed immediately upon discovery of damage or loss, except during periods of extreme heat or freezing, in which case replanting shall resume once conditions improve.
6. Keep contract areas free from weeds by cultivating, hoeing or hand pulling. Contractor shall not use chemical weed killers or line trimmers.

D. Tree and Plant Maintenance

1. Maintain during the entire establishment period by regular watering, cultivating, weeding, repair of stakes and ties, and spraying for insect pests. Prune when requested by the Owner's Representative.
2. Keep watering basins in good condition and weed-free at all times. Replace all damaged, unhealthy or dead trees, shrubs, and grasses with new stock immediately; size as indicated on the drawings.

3.11 PLANT REPLACEMENT

A. Approach

1. Plant Replacement shall occur during the planting establishment maintenance period.
2. Dead plants shall be replaced in roughly the same location and species selection as originally planted, as informed by monitoring activities and site observations.
3. Replacement plants shall be provided at the Contractor's expense. Coordinate with the Owner's Representative.

3.12 FINAL PLANTING REVIEW AND ACCEPTANCE

A. At the conclusion of the planting establishment period, schedule a final review with the Owner's Representative. On such date, all project improvements and all corrective work shall have been completed. If all project improvements and corrective work are not completed, continue the planting establishment, at no additional cost to the Owner, until all work has been completed. This condition will be waived by the Owner's Representative under such circumstances wherein the Owner has granted an extension of time to permit the completion of a particular portion of the work beyond the time of completion set forth in the Agreement.

B. Submit written notice requesting review at least 10 days before the anticipated review.

3.13 CLEANUP AND PROTECTION

A. Contractor shall exercise caution to avoid washing or sweeping dirt and debris into the storm drain system.

3.14 DISPOSAL

A. Recycle all waste. Reuse or return unused items such as palettes, flats and pots. All plant debris shall be separated from other refuse and taken to a facility where it will be recycled i.e., to produce compost or mulch.

END OF SECTION

Division 33 - UTILITIES

Section 33 14 00
SITE WATER DISTRIBUTION

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

A. On-site potable water distribution systems, including connections to existing systems, sterilization, testing of water mains, and all appurtenances required for the complete systems. Refer to Section 22 14 53 for the piping and plumbing specifications associated with the rainwater conveyance and collection system .
B. System design pressure is 125 psig.

1.02 REQUIREMENTS

A. Comply with all requirements of the Twain Harte CSD, including:
   a. No connection shall be made to potable, fire, or industrial water lines without written approval from the Twain Harte CSD.
   b. If construction water is needed by the Contractor, no connection to the existing main shall be used until an approved backflow prevention device is installed by the Contractor.
   c. Valves of existing public systems shall not be operated by any person other than District personnel.
   d. No connection will be allowed from new to existing water mains until a pressure test has been conducted successfully.
   e. All new potable water and/or fire systems shall be sterilized (chlorinated) by the Contractor.

1.03 SPECIFICATIONS AND STANDARDS

A. Twain Harte Community Services District (CSD) Water Standard Specifications and Details, November 2006
B. AWWA C900 - High Pressure Water Pipe
C. ASTM D1785 - Standard Specification for Polyvinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and 120
D. ASTM D3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
E. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
F. AWWA C111/A21.11 – Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings
G. AWWA C110/A21.10 – Ductile-Iron and Gray-Iron Fittings
H. AWWA C153/A21.53 – Ductile-Iron Compact Fittings
I. AWWA C104/A21.4 – Cement-Mortar Lining for Ductile Iron Pipe and Fittings
J. AWWA C601-68 – Standard for Disinfecting Water Mains

1.04 SUBMITTALS

A. Submit brochures and shop drawings. Allow ample time for review and correction procedures.
B. Shop drawings and detailed descriptions for items which are not manufactured, and which have to be specially fabricated for work associated with this Contract.
C. Provide product data to the Owner's Representative. Specifically, provide the name or other identification of each item to be provided as part of work of this Contract. The assembled brochures shall show saw cuts and fully detailed descriptions of all manufactured items furnished.

PART 2 – PRODUCTS

2.01. ACCEPTABLE MANUFACTURERS

A. Ductile Iron Pipe shall be a US pipe as specified or equivalent by American.
B. Shut-off valves: Mueller as specified or equivalent by Clow, Dresser, Kennedy, or Stockham.

2.02. MATERIALS AND METHODS

A. Water Piping
   a. 4 inches and larger: Polyvinyl chloride (PVC) pipe in conformance with all requirements of AWWA C900, Class 200.
   b. 3 inches and smaller: Schedule 80 PVC pipe in conformance with requirements of ASTM D1785, Type 1, Grade 1.

B. Fittings
   a. For all ductile iron pipe and PVC pipes that are four inches and larger: Cement-lined ductile or cast iron, 250 lb.
      i. Use tapped tees or flanged adapters at connections of copper piping to ductile iron or PVC piping.
   b. For PVC pipe 3 inches and smaller, use PVC socket fittings for solvent welding.

C. Joints for pipe and fittings:
   a. PVC piping:
      i. 4 inches and larger: integral bell containing a lock-in ring and spigot.
         1. Pipe joints shall be push-on as specified as ASTM D3139.
         2. Provide each joint connection with an elastomeric gasket suitable for the bell or coupling installation.
         3. Gaskets for push-on joints for pipe shall conform to ASTM F477.
         4. Gaskets for push-on joints and compression type joints or mechanical joints for connections between pipes and metal fittings, valves, and other accessories shall be as specified in AWWA C111/A21.11.
         5. Polyvinyl chloride (PVC) Water Main Fittings shall be gray-iron or ductile iron conforming to AWWA C110/A21.10 or AWWA C153/A21.53 and shall have cement mortar lining conforming to AWWA C104/A21.4, standard thickness unless otherwise indicated on Drawings. Fittings shall be mechanical joints.
         6. 3 inches and smaller: Solvent welded per manufacturer's recommendations.
   b. Flanges
      i. For ductile iron pipe: 125 lb., ductile or cast iron, threaded, ASTM A126 and ANSI B16.1.
      ii. Gaskets: Non-asbestos type composition, 1/16-inch thick, equivalent to Garlock Style 3000.
      iii. Bolting Materials: Carbon steel heavy hex bolts and nuts, ASTM A307, Type B.
   c. Valves, hydrants, and accessories:
      i. Shut-off valves: Mueller as specified or equivalent by Clow, Dresser, Kennedy, or Stockham.
         1. Valves 4 inches and larger: AWWA approved, 200 lb.
         2. Valves 14 inches and larger: AWWA approved, 150 lb.
            a. Buried: Mueller #A-2360-23, with 2-inch square operating nut, and mechanical joint ends provided with retainer glands as specified under paragraph "Joints for pipe and fittings" section for ductile iron piping. Provide concrete support block under buried valve.
               i. Provide cast iron adjustable type valve box with proper extension to six inches below bottom of grade and cast-iron collar and cover. Cast "WATER" in cover.
            b. Above grade: Mueller #A-2380-6, with wheel handles and flanged ends.
         3. Valves less than four inches in size: Federal Specifications WW-V-54, Class A, Type III, bronze, double wedge, non-rising stem, screwed bonnet, 200 psi W.O.G working pressure, stuffing box repackable under pressure, all parts renewable.
      ii. Provide backflow preventers where indicated on the plans.

iii. Pressure regulating valve: Applies to valves that are pressure reducing, pressure sustaining, and check valves. Size shall be 8-inch, 125 lb., flanged, rated for 15 to 75 psi downstream and 20 to 200 psi upstream.

d. Pipe guards shall be 4-inch Schedule 40 galvanized steel pipe filled with concrete. Pipe guards shall be seven feet long, extending four feet above finished grade, and set in a concrete footing (1.5 feet in diameter by 3.5 feet deep).

e. Corrosion protection: All buried, uncoated, and/or otherwise unprotected valves, clamps, flanges, bolts, nuts, etc., shall be cleaned, primed, and coated with a coal tar base protective coating (1/32 inch thick). Apply protective coating in accordance with the manufacturer's instructions.

f.

PART 3 – EXECUTION

3.01. EXCAVATION, TRENCHING, BACKFILL, AND COMPACTION

A. Perform in accordance with the requirements outlined in Section 31 20 00.

3.02. INSTALLATION

A. Coordinate the installation at this part of the work with the overall construction schedule.

B. Provide concrete thrust blocks at all buried fittings and stub ends on 4-inch and larger PVC lines and as indicated on the Drawings.

C. Repair all damaged lines according to AWWA C104.

D. Connect to existing system where indicated.

E. Test the entire system at 1.5 times system design pressure. Maintain test pressure for at least four hours or longer as directed by Owner to prove tightness without leaks.

F. Install pipes and fittings in accordance with manufacturer’s recommendations. Provide 30 inches cover from top of pipe to finish grade.

3.03. DISINFECTION

A. Thoroughly clean, chlorinate, drain, and flush all pipes, fittings, valves, and appurtenances which have been exposed to contamination by construction in accordance with AWWA Specification C601-68.

B. Owner’s Representative should be notified 24 hours in advance of disinfection of all new potable water lines.

i. Flush line prior to disinfection. Flushing shall produce minimum velocity of 2.5 feet per second in pipe.

ii. Disinfect pipe using sodium hypochlorite to produce a dosage of 50 mg/L for a 24-hour contact period.

iii. Open and close all valves several times during disinfection period.

iv. After a 24-hour retention period, flush chlorinated water from the line until chlorine concentration of water leaving the main is no higher than that generally prevailing in the existing system, or less than 1.0 mg/L.

v. Provide corporation stoop or similar connection and obtain sample for bacteriological analysis.

vi. Repeat disinfection procedure until bacteriological analysis results are acceptable to Owner’s Representative.

END OF SECTION

SECTION 33 31 11
SANITARY SEWER LINE CONSTRUCTION

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

A. Gravity Sanitary Sewer Pipe.
B. Cleanouts.
C. Testing.

1.02 CODES AND STANDARDS

A. Tests and Inspections:
   a. Conduct leakage tests before flows are allowed in the line.
   b. Test the entire system for exfiltration in the presence of Owner's Representative. Limit leakage to 100 gallons per inch of pipe diameter per mile of length in 24 hours.
B. Allowable tolerance:
   a. The horizontal location of inlets and cleanouts should be within ±3 inches, in any direction.
C. Specifications and standards:
   a. Twain Harte Community Services District Sewer Standard Specifications and Details, November 2006.
   b. Chapter 7 of the California Plumbing Code (CPC).
   c. AASHTO M198 Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets.
   d. ASTM A48 Gray Iron Castings.
   e. ASTM A746 (ANSI/AWWA C151/21.51) Ductile Iron Pipe.
   f. ASTM C94 Ready-Mixed Concrete.
   g. ASTM C150 Portland Cement.
   h. ASTM C443 Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
   i. ASTM C478 Precast Reinforced Concrete Manhole Sections.
   j. ASTM C923 Watertight Resilient Connectors for Manhole to Pipe Seal.
   k. ASTM D1248 Polyethylene Plastics Molding and Extrusion Materials.
   l. ASTM D1784 Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (CPVC) Compounds.
   m. ASTM D2122 Determining Dimensions of Thermoplastic Pipe and Fittings.
   n. ASTM D2321 Underground Installation of Flexible Thermoplastic Sewer Pipes.
   o. ASTM D2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
   p. ASTM D3034 Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings.
   q. ASTM D3212 Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
   r. ASTM F477 Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
   s. ANSI/AWWA C105/A21.5 Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.
   t. ANSI/AWWA C111/A21.11 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
   u. ANSI/AWWA C150/A21.50 Thickness Design of Ductile-Iron Pipe.
   v. ANSI/AWWA C151/A21.51 Ductile-Iron Pipe, Centrifugally Cast for Water or Other Liquids.

1.03 SUBMITTALS

A. Product data, including the manufacturer's detailed technical materials, fabrication, and installation data, including technical bulletins, drawings, specifications, guides, or manuals that may be applicable to this project.
B. The manufacturer's certification that the pipe and fittings have been inspected and tested at the point of origin and are in compliance with specified requirements.

PART 2 – PRODUCTS

2.01. PIPE AND FITTINGS

A. PVC pipe and fittings for main lines 15 inches or small shall conform to ASTM D3034 and SDR 26.
B. Manufacture pipe from approved, Type 1, Grade 1, PVC 12454-C conforming to ASTM D1784 and meeting requirements of ASTM D2122 and ASTM D2412. Pipe shall have integral wall thickened bells or extruded couplings with gasket seals. Solvent weld joints will not be permitted.
C. Pipe joints shall be gasket push-on type complying with ASTM D3212 and ASTM F477.
D. Pipe shall be UL/FM approved.
E. Fittings shall conform to the same specifications as pipe in which they are installed.
F. Pipe shall be identified on the exterior of the pipe with the following information:
   a. Nominal pipe size and outside diameter (O.D.) base.
   b. Material code designation number (12454C)
   c. Dimension ratio number (SDR 35).
   d. Pipe Stiffness Designation (PS 46).
   e. ANSI/ASTM Designation (D3034).
   f. Pipe's manufacturer's name and production code.
G. Cast iron pipe and fittings. Conform to ASTM A74, service weight bell and spigot pipe with the following acceptable gasket types:
   a. Dual Tite.
   b. Rich-Seal.
   c. Ty-Seal.

PART 3 – EXECUTION

3.01. INSTALLATION PERFORMANCE

A. Excavating, trenching, backfilling, and compacting should be performed in accordance with Section 31 20 00, "Earthwork."

3.02. PIPE LAYING

A. Lay pipe as indicated on the plans, as specified herein, and in compliance with applicable portions of ASTM D2321.
B. Grade trench bottom to elevations indicate elevation of pipeline and shape bottom to fit lower quadrant of pipe. Excavate holes at each bell hub such that the pipe will be uniformly supported the entire length of the barrel only.
C. Pipe installation and jointing shall be performed in accordance with the pipe manufacturer's specifications and instructions for type of pipe used and applicable requirements specified herein. All pipe having a defective joint, bell, or spigot is unacceptable, shall be rejected, removed from site, and replaced with an acceptable unit.
D. Commence pipe laying at the lowest point of the finished trench, or from a point designated by the Owner's Representative. Lay the pipe upgrade from the point of connection with all bell ends forward.
E. Install pipe to homing mark on spigot. On field cut pipe, provide a homing mark on the spigot end in accord with manufacturer's recommendations.
F. Maintain pipe alignment and joint closure until sufficient haunching and backfill is in place such that it can adequately hold pipe in position.
G. Prevent foreign materials from entering the pipe when it is being placed in the trench. Do not place debris, tools, or other material in the pipe at any time.
H. For each length of pipe that is placed in a trench, assemble joints and bring pipe to the intended line and grade. Bed and secure pipe in place. When pipe laying is delayed for 10 minutes or longer, close the open ends of the pipe using a watertight plug or other means approved by the Owner's Representative to ensure the inside of the pipe remains clean and free of debris.

3.03. PIPE JOINTING

A. Pipe installation and other jointing shall be in accordance with the manufacturer's specifications, instructions, and the applicable requirements specified herein.
B. Ensure that the interior of the pipe and jointing seal is free of sand, dirt, trash or other foreign materials prior to installation. All pipe and fittings that have been installed with dirt or other

deleterious material shall be removed, cleaned, and re-laid. Furthermore, the bells of pipe shall remain free of sand, dirt, or rocks so that the joints may be properly assembled without overstressing the bells.

3.04. FIELD QUALITY CONTROL

A. Inspect sanitary sewer lines to determine if displacement of pipe has occurred during backfilling and compaction.

B. Correct, at no additional cost, sections of piping that are deficient in material, alignment, grade, or joints.

C.

END OF SECTION

Section 33 42 00
STORM DRAIN SYSTEM

PART 1 – GENERAL

1.01 SPECIFICATION INCLUDES

A. This section covers pipeline construction used for the conveyance of irrigation water and storm drainage. The size and type of pipe shall be as shown on the plans. Pipe stronger than that specified in the following section may be furnished at the Contractor's option at no additional cost to Twain Harte CSD.

1.02 CODES AND STANDARDS

A. Allowable tolerance:
   a. Variations from the alignment shown on the plans shall not exceed 0.10 feet and the rate of departure from or return to established grade or alignment shall be no more than 1 inch in 10 feet of pipe line unless otherwise approved by the Owner's Representative.

B. Specifications and standards:
   a. Twain Harte CSD Standard Specifications, Storm Drain
   b. ASTM F894 – Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
   c. AASHTO M-252 – Standard Specification for Corrugated Polyethylene Drainage Pipe
   d. ASTM D3350 – Standard Specification for Polyethylene Plastics Pipe and Fittings Material
   e. ASTM D1248 – Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable
   f. ASTM D2837 – Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products

1.03 SUBMITTALS

A. Product data, including the manufacturer's detailed technical materials, fabrication, and installation data, including technical bulletins, drawings, specifications, guides, or manuals that may be applicable to this project.

B. The manufacturer's certification that the pipe and fittings have been inspected and tested at the point of origin and are in compliance with specified requirements.

PART 2 – PRODUCTS

2.01. PIPE MATERIAL

A. Pipe material and fittings shall, in accordance with ASTM F894, be made from polyethylene (PE) plastic compound meeting the requirements of Type III, Class C, Category 5, Grade P34 as defined in ASTM D1248 and with established hydrostatic design basis (HDB) of not less than 1,250 psi for water at 73.4 degrees Fahrenheit as determined in accordance with ASTM D2837. Materials meeting the requirements of cell classification PE 334433 C or higher cell classification, in accordance with ASTM D3350 are also suitable. Corrugated pipe base material shall comply with the requirements of AASHTO M-252 (Type S) and have a minimum cell classification PE 335420C.

2.02. RISER INLET

A. The riser inlets attached to the inlet side of the storm pipes shall be comprised of polypropylene or alternative approved by the Twain Harte CSD. The riser inlet material will contain an ultraviolet (UV) inhibitor. Riser inlets shall be installed in accordance with manufacturer recommendations and specifications.

2.03. CARE OF PIPE MATERIAL

A. Pipe in shipping and/or storage shall be stacked in accordance with manufacturer's instructions. Pipe that is gouged, marred, or scratched forming a clear depression shall not be installed and shall be removed if damaged during the installation process.

2.04. CATCH BASIN DRAIN WITH ATRIUM GRATE

A. Materials shall be made of black polypropylene with UV inhibitors. Soil-tight pipe connections, up to 8-inches.

B. NDS 12-Inch Catch Basin Kit with NDS Atrium Grate.

PART 3 – EXECUTION

3.01. INSTALLATION PERFORMANCE

A. Excavating, trenching, backfilling, and compacting should be performed in accordance with Section 31 20 00, “Earthwork.”

3.02. FIELD QUALITY CONTROL

A. Inspect storm drainage lines to determine if displacement of pipe occurred during installation and compaction by Owner’s Representative.

B. Correct, at no additional cost, sections of piping that are deficient in material, alignment, grade, or joints.

END OF SECTION