

REQUEST FOR PROPOSALS (RFP) – Phase 1

FACILITIES SERVICES

REGARDING:

Request for Proposals for Phase 1 of the Judicial Council of California's Exterior Insulation and Finish System (EIFS) Exterior Wall Replacement Project at Edmund D. Edelman Children's Courthouse, Monterey Park, CA.

RFP number: FS-2017-18-BD

RFP title: Phase 1 of EIFS Exterior Wall Replacement

PROPOSALS DUE:

February 9th, 2018

NO LATER THAN 3:00 P.M. PACIFIC TIME



JUDICIAL COUNCIL
OF CALIFORNIA

ADMINISTRATIVE DIVISION
FACILITIES SERVICES

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RFP – ATTACHMENTS

- 1. Scope of Work - Project Manual and Drawings (“Scope of Work”), Addendum No. 01, Form of Submission of Questions from previous solicitation.
- 2. Sample Agreement for Courthouse and its Exhibits (“Agreement”). “Contract Documents” also refers to the Agreement with all of the applicable exhibits, including without limitation, the plans and specifications for the applicable Project (i.e. Scope of Work) associated with the Agreement for that Project.
- 3. Form for Submission of Questions
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- 6. Payee Data Record Form
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- 8. DVBE Bidders Declaration Form
- 9. Acceptance of Terms and Conditions Form

1.0 Introduction

- a. This Request for Proposals (“RFP”) is the means for interested construction firms (“Firm(s)”) to submit their Statements of Qualifications (“SOQ”) and Fee Proposals (collectively, “Proposal(s)”) to the Judicial Council for the services described herein. The RFP and all related documents and addenda are available in electronic form at www.courts.ca.gov.
- b. The Judicial Council, chaired by the Chief Justice of California, is the primary policy making body of the California judicial system. Facilities Services is the division of the Judicial Council responsible for the real estate and asset management of facilities for the Superior and Appellate Courts of California, including without limitation, facility modifications.

2.0 Purpose of RFP

- a. The Judicial Council seeks to retain the services of a qualified general construction Firm to complete Phase 1 of the Exterior Insulation and Finish System (“EIFS”) Exterior Wall Replacement construction project described herein and in the Contract Documents (“Project”). The Judicial Council is seeking Statements of Qualifications and Proposals from Firms to provide EIFS installation construction services for the Project, subject to the conditions described in this RFP.
- b. The Judicial Council intends to award the Project to one firm and issue a Notice to Proceed in a timely manner following the selection process indicated herein.

3.0 Project Description and Site Information

a. Project Description

- i. The Project includes the removal and replacement of the existing EIFS, including exterior sheathing and sealant joints, and replacement with a drainage EIFS assembly. The project requires coordination with the Court to ensure it’s continued operation throughout the project as set forth in the Contract Documents further described in (Attachement 1) of this RFP.
- ii. The Phase 1 of the EIFS Exterior Wall Replacement Project will take place at the following location:
 - Edmund D. Edleman Children’s Courthouse facility, located at 201 Centre Plaza Drive, Monterey Park, CA 91754 (“Facility”).

The Scope of Work, including the **Project Manual (specifications) and Drawings (plans)** for this Project are set forth in (Attachment 1) to this RFP, and in Exhibit “C” to the Agreement (Scope of Work).

When completing the Cost Proposal Form (Attachment 4), please ensure to include the total lump sum amounts, in which all taxes are included.

iii. Payment of Prevailing Wages.

- The selected Firm, and all subcontractors under the Firm, must pay all workers on the Project not less than the general prevailing rate of per diem wages and the general

prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Project, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council’s principal office. Prevailing wage rates are also available from the Judicial Council or on the internet at (<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>). If it becomes necessary to employ a craft, classification or type of worker other than those listed on the internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>, the Firm shall contact the Division of Labor Statistics and Research to find the appropriate prevailing wage determination. If the Division of Labor Statistics and Research is unable to identify a determination that is applicable, the Contractor shall notify the Judicial Council immediately, and the Judicial Council will request a special determination from the Division of Labor Statistics and Research. The rate thus determined shall be applicable from the commencement of the Project.

- The selected Firm shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing, its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

“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 selected Firm shall, and shall ensure that all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. The Firm represents to the Judicial Council that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Each Firm acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies.
- The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The selected Firm shall post job site notices, as prescribed by regulation. The selected Firm shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempt by the Labor Commissioner for the Project.

- b. **Estimated Schedule of Work :** Estimated start month and year for the Project is March 2018. The Project shall be completed within 224 consecutive calendar days from the start date. Project start and completion dates will be specified in the Judicial Council's Notice to Proceed ("Contract Time").
- c. **Work Hours:** Since the Work will be taking place in an occupied court facility, the selected firm will be required to coordinate Work in such a way as to not disrupt court operations. Certain work will be required to be completed after hours or on weekends. It is estimated that approximately seventy percent (70%) of the performance of work may be completed during standard business hours, Monday to Friday, 7:00 am to 6:00 pm. However, when work will adversely affect Court proceedings, Judicial Council will require that work be performed when the Court is not in session. The Firm should expect that approximately thirty percent (30%) of the work will be required to be performed on a weekend (Saturdays and Sundays, 7:00 am to 6:00 pm) and/or after hours on business days (Monday to Friday, 6:00 pm to 1:00 am). The Project Manager will coordinate with the local jurisdiction and the selected Firm to establish the hours of work on a week to week basis. The Firm's Cost Proposal shall include all costs associated with limiting the work hours for the Project as set forth herein and the successful Firm will not be entitled to any additional compensation for performing work on the weekends, holidays or after-hours on business days.
- d. **License Requirements:** Interested Firms must hold and maintain a valid Class B General Contractor license from the State of California. The Firm's license must remain active and in good standing throughout the term of the Contract. The Firm shall notify the Judicial Council in writing in the event Firm's license expires, is suspended or has a change in signatory.
- e. **Examination of Contract Documents and Project Site:**
 - i. Review of Contract Documents. Submission of Proposal by a Firm signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of work to be performed for the Project included in a Proposal. Submission of a Proposal shall constitute a Firm's express representation to the Judicial Council that the Firm has fully completed the following:
 - (a) Firm has visited the Project site for which they are submitting a Proposal and has examined thoroughly and understood the nature and extent of the Contract Documents and the applicable work for the Project. The Firm has reviewed and understands all requirements, additional requirements, and submittals as set forth in Section 011000 Scope of Work in the Project Manual (Attachment 1). The Firm has reviewed the Project site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by the Firm and safety precautions and programs incident thereto;
 - (b) Firm has reviewed and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the Project and as-built conditions, underground facilities, and all other physical conditions at or contiguous to the applicable Project site or otherwise that may affect the cost, progress, performance, or furnishing of work for the applicable Project, as Firm considers

necessary for the performance or furnishing of work for the Project at the amount set forth in the Cost Proposal (Attachment 4), within the Contract Time, and in accordance with the other terms and conditions of Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Firm for such purposes;

- (c) Firm has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
 - (d) Firm has given the Judicial Council prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the Judicial Council is acceptable to Firm;
- ii. Conditions Shown on the Contract Documents: Information regarding as-built conditions, or other conditions or obstructions, indicated in the Contract Documents (e.g. the plans and specifications for a Project), has been obtained with reasonable care, and has been recorded in good faith. However, the Firm may only rely on the accuracy of limited types of information as follows.
- (a) As to aboveground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and the Firm is required to make such verification as a condition to bidding. In submitting its Proposal, Firm shall rely on the results of its own independent investigation. In submitting its Proposal, Firm shall not rely on Judicial Council-supplied information regarding aboveground conditions or as-built conditions.
 - (b) Firms may examine any available "as-built" drawings of previous work by giving Judicial Council reasonable advance notice. Judicial Council will not be responsible for accuracy of "as-built" drawings.
- f. **Bonds**: The successful Firm for each Project will be required to furnish a Performance Bond and a Payment Bond both in the amount equal to 100% of the value of the contract for the applicable Project.
- g. **Insurance**: The successful Firm for each Project will be required to provide proof of insurance coverage for Commercial General Liability, Workers Compensation and Employer's Liability, and Automobile Liability pursuant to the insurance provisions set forth in the Agreement, Exhibit D, Project Insurance Requirements. Policy limits and insurance requirements are specified in the Agreement.
- h. **Backgrounds Checks**. The successful Firm will be required to comply with the Background Check provision set forth in Exhibit B, Section 21 of the Agreement. All costs associated with escorting an unscreened employee (i.e. any employee who is not an Approved Person pursuant to the Background Check provision of the Agreement) shall be included in the Cost Proposal. The successful Firm will not receive additional compensation or reimbursement

from the Judicial Council for any costs related to escorting. The Judicial Council will pay for the cost of the background check (e.g. LiveScan), however, the successful Firm will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs.

i. Substitution for Specified Items:

- i. Whenever in the Contract Documents any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, those references shall be deemed to be used for the purpose of facilitating the description of that material, process, or article desired, and shall be deemed to be followed by the words “or equal,” except when the product is designated to match others in use on a particular public improvement whether completed or in the course of completion.
- ii. The Agreement sets forth the process for requesting substitutions of specified items.
- iii. Notwithstanding the preceding, the successful Firm will be required to utilize drainable EIFS, StoTherm ci Classic by Sto Corp. or approved equal, and listed Sto Corp. system components or approved equal(s) as specified in the Contract Documents, see Project Manual and Drawings in (Attachment 1) to the RFP.

- j. Warranty:** In addition to any warranties provided by a manufacturer of any material or good supplied in furtherance of the Project, Contractor guarantees and warrants all labor and material used in the performance of this Contract for a period of **two (2) years** from the date of the Judicial Council’s recordation of a Notice of Completion for the Project, and at the Judicial Council’s sole option, Contractor shall either repair or replace any and all of that work that may be defective in workmanship and/or materials, without expense whatsoever to the Judicial Council, together with any other work, that may be displaced in so doing. In the event of failure of Contractor to commence and pursue with diligence said replacements or repairs within 10 days after being notified in writing, Contractor hereby acknowledges and agrees that the Judicial Council is authorized to proceed to have the work replaced or repaired and made good at expense of Contractor who hereby agrees to reimburse the Judicial Council for any costs incurred by the Judicial Council with respect to repairing or replacing the work.

k. Acceptance of the Terms and Conditions:

- i. On (Attachment 9), the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification.
- ii. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change.
- iii. Note: A material exception to a Minimum Term will render a proposal non-responsive.

4.0 Schedule of Events

- a. In order to be considered, Proposals must be submitted to the Judicial Council in written form, no later than the time and date indicated in the Schedule of Events below. Firms must ensure compliance with the dates, times and processes set forth in the Schedule of Events.

Please note that attendance at one (1) Pre-Proposal Site Visit is MANDATORY. The Judicial Council will reject a proposal from any Firm who did not attend at least one (1) Pre-Proposal Site Visit.

Schedule of Events	Date
RFP issued	January 4th, 2018
Pre-Proposal Site Visit	January 12th, 2018 On site at 10 a.m
Pre-Proposal Site Visit	January 18th, 2018 On site at 10 a.m.
Deadline for questions (Please use Attachment 4)	January 25th, 2018 By Close of Business
Questions and answers posted (estimate only)	January 31st, 2018 By Close of Business
Latest date and time Proposals may be submitted	February 9th, 2018 No later than <u>3:00 PM</u> (PT)
Evaluation of Proposals (estimate only)	February 15th, 2018
Post Bid Interview (estimate only, interview to be conducted in Los Angeles County, location to be confirmed in advance)	February 16th, 2018 9 am, 10:15 am & 11:30 am
Notice of Intent to Award (estimate only)	February 20th, 2018

- b. Firms assume all risk for ensuring receipt no later than the date and time specified in the Schedule of Events. The Judicial Council is not responsible for the failure of a Firm’s choice of delivery service/method. The Judicial Council will not open, and will return, any Proposal received after the date and time specified in the Schedule of Events.
- c. **Changes to Process for Submitting Proposals and Schedule of Events.** The RFP and Schedule of Events are subject to change. The Judicial Council does not send notifications of changes to this RFP or the Schedule of Events to prospective Firms. The Judicial Council is not responsible for failure of any Firm to receive notification of changes in a timely manner. Firms are advised to visit the Judicial Council website (www.courts.ca.gov) frequently to check for changes and updates to the RFP and the Schedule of Events.
- d. **Pre-Submittal Actions and Events.**
 - i. **Pre-Proposal Site Visit: Attendance at one (1) Pre-Proposal Site Visit is MANDATORY. The Judicial Council will reject a proposal from any Firm who did not attend one (1) Pre-Proposal Site Visit.**

ii. Please send an email to confirm your attendance for one of the Pre-Proposal Site Visits.

Firms that intend to attend the pre-proposal site visit must notify the Judicial Council by sending an email to solicitations@jud.ca.gov with the RFP number and Firm name in the subject line. Firm’s Intent to attend the pre-proposal site visit should include the name, address, telephone, and e-mail address and contact person for the Firm.

Each Firm must be certain to check in at the Pre-Proposal Site Visit, as the attendance list will be used to ascertain compliance with this requirement.

Pre-Proposal Mandatory Site Visit will be scheduled at the site per the following:

Date: Friday, January 12th, 2018	Ed Edelman Children’s Court 201 Central Plaza Drive, Monterey Park, CA. 91745.	Time: 10:00 am
Date: Thursday, January 18th, 2018	Ed Edelman Children’s Court 201 Central Plaza Drive, Monterey Park, CA. 91745.	Time: 10:00 am

***Anticipated time at site: 1 hour**

5.0 Submission of Proposals

a. Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Package Contents” section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP’s instructions, requirements, completeness and clarity of content.

b. Firms must submit their Proposal Packages as follows:

A. **Part One:** Statement of Qualifications Package

- Proposers must submit one (1) original copy of the Statement of Qualifications Package as described in this RFP;
- The original must be signed by an authorized representative; and
- The Statement of Qualifications (and the copy thereof) must be submitted to the Judicial Council in a single, sealed envelope, labeled as follows:

Statement of Qualifications
Submitted by (name of firm)
Phase 1 of EIFS Exterior Wall Replacement Construction Services
FS-2017-18-BD

B. **Part Two:** Cost Proposal Package

- The Firm must submit one (1) original copy of the Cost Proposal Form (Attachment 4);
- The original Cost Proposal Form must be signed by an authorized representative;
- Firms must submit a Designated Subcontractors List (Attachment 5) for the Project with their Cost Proposal. Firm must list on the Designated Subcontractors List those subcontractors who will perform any portion of Project, including labor, rendering of service, or specially fabricating and installing a portion of the Project or improvement according to detailed drawings contained in the Project Manual and Drawings (Attachment 1), in excess of one half of one percent (0.5%) of total Proposal amount. Failure to submit the Designated Subcontractors List shall result in the Proposal for the applicable Project to be deemed non-responsive.
- The original Cost Proposal Form (Attachment 4) and the Designated Subcontractors List (Attachment 5), and the copies thereof, must be submitted to the Judicial Council in a single sealed envelope, separate from the Statement of Qualification Package and labeled as follows:

Cost Proposal
Submitted by (name of firm)
Phase 1 of EIFS Exterior Wall Replacement Construction Services
FS-2017-18-BD

- c. Firms must submit two (2) separate PDF format files, including **Part 1- Statement of Qualifications**, including the Acceptance of Terms and Conditions Form (Attachment 9), and Payee Data Record form (Attachment 6), and a second pdf file containing **Part 2 – Cost Proposal Package**, including the Cost Proposal Form (Attachment 4), and Designated Subcontractors List Form (Attachment 5) in electronic format as follows:
- **One (1) USB or flash drive** - Please ensure electronic format is compatible with PCs;
 - Please ensure proposal is in **Adobe PDF format**; and
 - Please use the following naming convention for electronic files:
 - Name of Company_FS-2017-18-BD
 - Please email solicitations@jud.ca.gov for copies of forms in MS Word format
- d. **Proposals must be delivered** by the date and time listed in the Schedule of Events of this RFP to:

Judicial Council of California
Attn: Lenore Fraga-Roberts, FS-2017-18-BD
455 Golden Gate Avenue, 6th Floor (Lobby Reception)
San Francisco, CA 94102

- e. Late Proposals will not be accepted. Any submittals received after the deadline will be rejected without review.
- f. **Incomplete submittals may be rejected without review.**
- g. Only written Proposals will be accepted. Proposals must be sent by registered or certified mail, courier service (e.g. FedEx), or delivered by hand. Proposals may not be transmitted by fax or email.
- h. **Questions.** Interested parties may submit a request for clarifications, modifications or questions to the Judicial Council using the Form for Submission of Questions, provided in (Attachment 3). Requests shall be submitted via e-mail to Solicitations@jud.ca.gov no later than the date specified in the RFP Timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Judicial Council shall be made only through the email address.
- i. A Firm's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Judicial Council reserves the right to negotiate extensions to this period. In the event that the Firm with the highest scored Proposal refuses to execute a final contract for a Project within sixty (60) days of award, the Judicial Council reserves the right to award that Project to the Firm with the next highest scored proposal and execute a final contract with the Firm with the next highest scored proposal for that Project.
- j. **TELEPHONE CALLS WILL NOT BE ACCEPTED.**

6.0 Proposal Packages.

A. Statement of Qualifications Package.

The following information must be included in the Statement of Qualifications. Submittals lacking any of the following information may be deemed non-responsive.

- i. Cover Letter – Cover letters must include the following:
 - Name, address, telephone, e-mail address, and federal tax identification number of the proposing firm;
 - Name, title, address, telephone number, and email address of the individual who will act as the Firm's designated representative for purposes of this RFP; and
 - The Cover Letter should be signed by an authorized representative of the Firm.

Cover letter should be no more than one (1) page.

Note: If the Firm is a sole proprietor using his/her social security number, the social security number will be required before finalizing a contract.

- ii. Resumes and Key Staff Members

Include resumes describing key staff members' background and experience in conducting the proposed activities. There is no limit on the number of key staff members proposed, but there is a limit of five (5) pages total.

The resume submittals should be no more than five (5) pages total.

iii. Minimum Qualifications

Include documentation supporting the following qualifications:

- **Manufacturer Qualifications:** EIFS and WRB shall be manufactured and marketed by a firm with 30 yrs experience in the production and sales of EIFS and WRB systems.
- **EIFS Installer Qualifications:** The Installer must be engaged in the application of EIFS for a minimum of 5 yrs, be knowledgeable in the proper use and handling of the specified materials, employ skilled mechanics who are experienced and knowledgeable in EIFS application. Installer shall be certified, approved or acceptable to the manufacturer to install products.

iv. References and Experience.

General Contractor to provide references and information for the **five (5) most recent** installation projects for California public entities over \$1,000,000.00. In lieu of the preceding, Firm may provide references and information for the **three (3) most recent** construction projects completed on a courthouse in California. The references and information must include the following:

- (a) Identify the client, number of sites where work was performed, a description of services and work provided the timeframe for completion, the original project budget and final cost.
- (b) Identify the role of key team members that participated in the project.
- (c) Provide a contact / client reference with current contact information, including names, address and current telephone number for each project. The Judicial Council may check references listed by the Firm.

Please ensure contact information for all references is up-to-date.

References and information are to be no more than one (1) page for each project, for five pages.

B. Cost Proposal Package.

i. Cost Proposal Form

Firms must completely fill out and execute the Cost Proposal Form (Attachment 4).

ii. Designated Subcontractors List

Firms must submit a separate Designated Subcontractors List (Attachment 5) for the Project with their Cost Proposal. Firms must list on the Designated

Subcontractors List those subcontractors who will perform any portion of Project, including labor, rendering of service, or specially fabricating and installing a portion of the Project or improvement according to detailed drawings contained in the Project Manual and Drawings (Attachment 1), in excess of one half of one percent (0.5%) of total Proposal amount. Failure to submit the Designated Subcontractors list shall result in the Proposal being deemed non-responsive.

7.0 Evaluation of Proposals

a. General.

At the time proposals are opened, each proposal for each Project will be checked for the presence or absence of the required proposal contents.

b. Minimum Qualifications.

Each Proposal will first be checked for the minimum qualifications for this RFP as set forth in section 6.0 A. (iii) of this RFP. In addition, each Firm must have participated in a Site Visit. If a Firm does not meet the minimum qualifications, including participating in a Site Visit the Proposal will be considered non-responsive.

c. Scoring of Proposals.

The Judicial Council will evaluate the proposals for each Project on a 100 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored Proposal using the criteria described in Section 2.0 of this RFP.

CRITERION	MAXIMUM NUMBER OF POINTS
Resumes and Key Staff Members: Demonstrated experience and training of the principals and key staff members to be assigned to the Project.	15
References and Experience: Experience of the Firm in relation to the work to be performed, including demonstrated ability to meet project budgets and schedules, demonstrated effectiveness of the quality assurance program and procedures being utilized by the Firm, and the nature and quality of recently completed work.	25

Acceptance of Sample Agreement Terms and Conditions	10
Cost	50

Judicial Council will post an intent to award notice of the selected Firms to this RFP’s webpage at <http://www.courts.ca.gov/>. Please refer to key events in the Schedule of Events of this RFP.

8.0 Interviews. The three apparent low bidders to attend and participate in a Post Bid Interview with the Judicial Council’s Architect, prior to award of any contract by the Judicial Council (see Attachment 1, Project Manual, Post Bid Interview). The Post Bid Interview is scheduled for Friday, February 16th, 2018 (estimate only), starting at 10 a.m. The location will be verified in advance.

9.0 Administrative Requirements

a. Disabled Veteran Participation Goals

- i. The Judicial Council requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The Judicial Council will require the selected Firm to demonstrate DVBE compliance.

The selected Firm must complete a DVBE Participation Form at the time of execution of the Agreement.

- ii. Information about DVBE resources can be found on the Executive Branch’s internal website at <http://www.dgs.ca.gov/pd/Programs/OSDS/legislation.aspx> or by calling the Office of Small Business and DVBE Certification at 916-375-4940.
- iii. The DVBE Participation Forms are attached as (Attachment 7 and Attachment 8) to this RFP.

b. California Rules of Court, Rule 10.500 – Public Access to Judicial Administrative Records

Records created as part of Firm’s Proposal and selection process are generally subject to California Rules of Court, Rule 10.500 and may be available to the public absent an exemption. If a Firm’s Proposal contains material noted or marked as confidential and/or proprietary that, in the Judicial Council’s sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed pursuant to a request for records. If the Judicial Council does not consider such material exempt from disclosure under Rule 10.500, the material will be made available to the public, regardless of the notation or markings. If a Firm is unsure if the information contained in its SOQ or Cost Proposal Form is confidential and/or proprietary then it should not include the information in its SOQ and Cost Proposal Form. A firm that indiscriminately identifies all or most of its SOQ or Cost Proposal Form as exempt from disclosure however may be deemed non-responsive.

c. **Errors in the RFP**

- i. If Firm discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, Firm shall immediately provide the Judicial Council with written notice of it and request that the RFP be clarified or modified. Without disclosing the source of the request, the Judicial Council may modify the RFP prior to the date fixed for submission of Proposals by issuing an addendum.
- ii. If prior to the date fixed for submission of Proposals, a Firm knows of or should have known of an error in the RFP, and fails to notify the Judicial Council of the error, Firm shall submit its Proposal at its own risk, and if Firm is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

d. **Addenda:** The Judicial Council may modify the RFP prior to the date fixed for submission of Proposals by posting a revision on the Judicial Council website. If a Firm determines that a revision unnecessarily restricts its ability to submit its Proposal, it must notify the Judicial Council no later than one (1) day following the posting of the revision.

e. **Withdrawal and Resubmission/Modification of Proposals:** Firm may withdraw its Proposal at any time prior to the deadline for submitting Proposals by notifying the Judicial Council in writing of its withdrawal. The notice must be signed by the Firm. Firm may thereafter submit a new or modified Proposal, provided that it is received at the Judicial Council no later than the Proposal due date and time listed in this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in this RFP.

f. **Rejection of Proposals:** The Judicial Council may reject any or all Proposals and may or may not waive an immaterial deviation or defect in a Proposal. The Judicial Council's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse Firm from full compliance with the RFP specifications. The Judicial Council reserves the right to accept or reject any or all of the items in the Proposal, to award the contract in whole or in part and/or negotiate any or all items with individual Firm if it is deemed in the Judicial Council's best interest. Moreover, the Judicial Council reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.

g. **Award of Contract**

- i. Award of a contract, if made, will be in accordance with the RFP to a responsible Firm submitting a Proposal compliant with all the requirements of the RFP and any addenda thereto, except for such immaterial defects as may be waived by the Judicial Council.
- ii. The Judicial Council reserves the right to determine the suitability of Proposals for contracts on the basis of Firm meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost.

h. **Protest Procedure**

- i. **General.** Failure of Firm to comply with the protest procedures set forth in this Section, will render a protest inadequate and non-responsive, and will result in rejection of the protest.
- ii. **Prior to Submission of Proposal.** An interested party that is an actual or prospective Firm with a direct economic interest in the RFP may file a protest based on allegedly restrictive or defective specifications or other improprieties in the RFP received prior to the date and time when Proposal are due as set forth in the Schedule of Events. The protestor shall have exhausted all administrative remedies discussed herein prior to submitting the protest. Failure to comply with this Procedure shall be grounds for denying the protest.
- iii. **After Award**
 - a. A Firm submitting a Proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:
 1. The Firm has submitted a Proposal that it believes to be responsive to the RFP document;
 2. The Firm believes that its Proposal meets the requirements of the RFP, proposes services of proven quality and performance, and offers a competitive cost; and
 3. The Firm believes that the Judicial Council has incorrectly selected another Firm submitting a proposal for an award.
 - b. A Protest must be received no later than five (5) calendar days after the posting date of the Notice of Intent to Award.
- iv. **Form of Protest**
 - a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
 - b. The protest shall include the name, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
 - c. The title of the RFP document under which the protest is submitted shall be included.
 - d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
 - e. The specific ruling or relief requested must be stated.
 - f. The Judicial Council, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Judicial Council will not consider such new grounds or new evidence.

- v. **Determination of Protest Submitted Prior to Submission of Proposal.** Upon receipt of a timely and proper protest, the Judicial Council will provide a written determination to the protestor prior to the Proposal Due Date. If required, the Judicial Council may extend the Proposal Due Date to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Judicial Council, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied, or proceed with the award and implementation of the contract.

- vi. **Determination of Protest Submitted After Submission of Proposal.** Upon receipt of a timely and proper protest, the Judicial Council will investigate the protest and will provide a written response to the Firm within a reasonable time. If the Judicial Council requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Judicial Council will notify the Firm. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The Judicial Council, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied, or proceed with the award and implementation of the contract.

- vii. **Appeals Process**
 - a. The Judicial Council's decision shall be considered the final action by the Judicial Council unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal, within five (5) calendar days of the issuance of the Judicial Council's decision.

 - b. The justification for appeal is specifically limited to:
 - 1. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
 - 2. The Judicial Council's decision contained errors of fact, and such errors of fact were significant and material factors in the Judicial Council's decision; or
 - 3. The Judicial Council's decision was in error of law or regulation.

 - c. Firm's request for appeal shall include:
 - 1. The name, address telephone and facsimile numbers, and email address of the Firm filing the appeal or their representative;
 - 2. A copy of the Judicial Council's decision;
 - 3. The legal and factual basis for the appeal; and
 - 4. The ruling or relief requested.

 - d. Upon receipt of a request for appeal, the Judicial Council will review the request and the decision and shall issue a final determination. The decision shall constitute the final action of the Judicial Council.

- viii. **Protest Remedies**
 - a. If the protest is upheld, the Judicial Council will consider all circumstances surrounding the RFP in its decision for a fair and reasonable remedy, including the seriousness of the RFP deficiency, the degree of prejudice to the protesting

party or to the integrity of the competitive process, the good faith efforts of the parties, the extent of performance, the cost to the Judicial Council, the urgency of the procurement, and the impact of the recommendation(s) on the Judicial Council. The Judicial Council may recommend, but not limited to any of the following:

1. Terminate the awarded contract for convenience;
 2. Re-solicit the requirement;
 3. Issue a new RFP;
 4. Refrain from exercising options to extend the term under the contract, if applicable;
 5. Award a contract consistent with statute or regulation; or
 6. Any other remedies as may be required to promote compliance.
- i. **Disposition of Materials.** All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the Judicial Council's option and at the expense of the Firm submitting the Proposal. One copy of a submitted Proposal will be retained for official files and become a Judicial Administrative Record subject to public disclosure pursuant to California Rules of Court, Rule 10.500.

END OF RFP FORM

**RFP Title: Phase 1 of EIFS Exterior Wall
Replacement RFP Number: FS-2017-18-BD**

ATTACHMENT 1

SCOPE OF WORK - PROJECT MANUAL & DRAWINGS, ADDENDUM NO. 1, AND FORM OF SUBMISSION OF QUESTIONS FROM SOLICITATION NO. REFM-2016-27-BD



**JUDICIAL COUNCIL
OF CALIFORNIA**

ADMINISTRATIVE DIVISION
FACILITIES SERVICES

RFP #: FS-2017-18-BD
RFP Title: Phase 1 of EIFS Exterior Wall
Replacement

ATTACHMENT 1

PROJECT MANUAL

FOR THE
CONSTRUCTION OF:

PHASE-1
EIFS EXTERIOR WALL REPLACEMENT
ED EDELMAN
CHILDREN'S COURT

201 CENTRAL PLAZZA DRIVE
MONTEREY PARK, CA. 91745

JCC Project Number: FM-0046136

OWNER:

JUDICIAL COUNCIL OF CALIFORNIA
455 GOLDEN GATE AVE.
SAN FRANCISCO, CA. 94102

ARCHITECT:

DC ARCHITECTS
820 N MOUNTAIN AVENUE, SUITE 200
UPLAND CA 91786
(800) 985-6939 FAX (909) 985-0864

November 20, 2017

RFP #: FS-2017-18-BD
RFP Title: Phase 1 of EIFS
Exterior Wall Replacement

NOTICE

THE FOLLOWING PORTIONS OF THIS
PROJECT MANUAL FOR

**PHASE-1
EIFS EXTERIOR WALL REPLACEMENT
ED EDELMAN
CHILDREN'S COURT**

HAVE BEEN PREPARED

IN COOPERATION WITH THE OWNER:

JUDICIAL COUNCIL OF CALIFORNIA

- ◆ DIVISION 00 – BIDDING/CONTRACT REQUIREMENTS
 - ◆ DIVISION 01 – GENERAL REQUIREMENTS

DIVISION 00 – BIDDING / CONTRACT REQUIREMENTS

For Bidding/Contract Requirements refer to:

State of California Standard Agreement
JUDICIAL COUNCIL OF CALIFORNIA

AGREEMENT FOR EIFS EXTERIOR WALL REPLACEMENT & REQUEST FOR PROPOSALS (RFP)

EIFS EXTERIOR WALL REPLACEMENT ED EDELMAN CHILDREN'S COURT for all Bidding and Contract requirements.

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DIVISION 12 – FURNISHINGS (NOT USED)

DIVISION 13 – SPECIAL CONSTRUCTION (NOT USED)

DIVISION 14 – CONVEYING SYSTEMS (NOT USED)

DIVISION 21 – FIRE SUPPRESSION (NOT USED)

DIVISION 22 – PLUMBING (NOT USED)

DIVISION 23 – HVAC HEATING, VENTILATING, AND AIR-CONDITIONING (NOT USED)

DIVISION 26 – ELECTRICAL, COMMUNICATIONS & ELECTRONIC SAFETY & SECURITY (NOT USED)

DIVISION 31 – EARTHWORK (NOT USED)

DIVISION 32 – EXTERIOR IMPROVEMENTS (NOT USED)

DIVISION 33 – UTILITIES (NOT USED)

DIVISION 34 – TRANSPORTATION (NOT USED)

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- 1.1.1 Work Covered by Contract Documents
- 1.1.2 Work by Others
- 1.1.3 Contractor Use of Premises

1.2 WORK COVERED BY CONTRACT DOCUMENTS:

1.2.1 Work Included: The work to be performed by the Contractor shall conform to the requirements of all of Division 1 as well as the General Conditions, Special Conditions, Specifications, all sheets in Drawings and other related documents, and includes the furnishing of all supervision, labor, materials, tools, equipment, transportation, plan and services necessary therefore and incidental thereto to complete the project. The work shall consist of, but not be limited to, the following:

- 1.2.1.1 Provide all scope of work shown on the plans and specifications, to include all exterior building work, finish exterior building work and the description noted below;

PHASE-1 GENERAL SCOPE OF WORK

Description

Demolition/Removal

Remove the existing EIFS cladding, including gypsum sheathing, down to the existing metal studs. Remove existing parapet EIFS coping and counter flashing; existing wall flashings at wall openings, floor lines, window sills and other transition flashings between EIFS and varying assemblies. Remove all existing joint sealants between EIFS and exterior windows and other penetrations. Cut back existing window glazing gaskets flush. Protect in place all existing materials to remain.

Replacement

Provide new exterior gypsum sheathing, continuous weather barrier membrane, and drainable EIFS cladding at exterior walls and select copings and sills. Provide new flashings at wall openings and at transitions between varying assemblies. Provide new sheet metal copings with weather barrier underlayment at parapets. Provide new sealant joints at wall openings, penetrations, transitions, and EIFS expansion joints. Provide new glazing wet seals.

Existing Ladder Removal and Replacement

The recladding will include removal and reinstallation of the existing steel roof access ladder located on the west elevation. The reinstallation securement of the ladder to the existing structure shall be detailed and designed by a California licensed structural engineer, submittals shall include stamped/signed shop drawings and stamped/signed calculations from the structural engineer.

Scaffolding to Remain and Unit Pricing

The Contractor shall include in his bid a unit price to allow the Scaffolding to remain in place on a weekly basis.

Additional Drywall Work to be Performed

On the bid documents indicated various areas where there is drywall patch and repair work. Any additional drywall patch and repair work than what was indicated on the drawings and or specified in the specifications, all additional drywall patch and repair work will be on a TIME & MATERIAL (T&M) basis with a maximum 15% mark-up for any subcontractor and a maximum of 10% mark-up for the General Contractor.

EIFS Cladding Mock-Up Color Selection

Contractor shall provide minimum of three (3) - EIFS Cladding mock-ups for the various EIFS Cladding Finish Types as shown on the drawings and for the EIFS Cladding colors as selected by the Owner.

Construction Period for Phase-1

The Contractor has thirty two (32) weeks to complete all of Phase-1 scope of work as shown on the drawings and specified in the Project Manual from the issuance date of the Notice to Proceed letter.. Each week is considered 7 calendar days. 224 calendar days is (32) weeks.

Mandatory Bid Job Site Walks

There will be two (2) Mandatory Bid Job Site Walks for this project and the two (2) Mandatory Bid Job Site Walks will be posted in the REQUEST FOR PROPOSALS (RFP). If the General Contractor makes the first Mandatory Bid Job Site Walk, he will not be required to be at the second (2) Mandatory Bid Job Site Walk.

- 1.2.1.2 Provide cutting, saw-cutting, and demolition required per the plans and/or specifications section 017329 to facilitate installation to be performed by this bid package.
- 1.2.1.3 Review all as-builts, plans, and contact all agencies and the Architect prior to execution of work to ensure that all existing utilities within the building and building exterior walls will not be disrupted.
- 1.2.1.6 Provide all necessary shoring, barricades, caution tape, to maintain safety requirements and as necessary to meet building and safety codes that are required in the General Conditions.
- 1.2.1.7 This bid package is to provide temporary access as required for their work. This includes scaffolding, catwalks, scissor lifts, but is not limited to the Contractor to perform all required work.
- 1.2.1.8 Continuous housekeeping and daily clean up is mandatory. The Contractor shall provide a separate debris box onsite and shall put all debris in debris box and/or remove debris from site at the Contractor's own expense prior to the end of the work day or as directed by the Owner's Architect. All debris boxes and containers shall be kept free of graffiti at all times. If the Contractor fails to perform daily clean up, the Owner's Architect shall order that clean up be done at the Contractor's expense.

- 1.2.1.9 Punch list, final clean up, and closeout for this bid package per contract construction schedule. Parties agree that delays to punch list, final clean up, and closeout would constitute a delay in project completion and, therefore, entitles the District to withhold and retain potential liquidated damages per the Contract Documents from the Contractor's progress payments.
- 1.2.2 Existing Site Conditions: The Contractor shall make a thorough examination of the site to determine all existing conditions affecting the work.
- 1.2.3 Location of Site: The new site is located at **201 CENTRAL PLAZZA DRIVE, MONTEREY PARK, CA. 91745.**
- 1.2.4 Work Not Included: None
- 1.3 CONTRACT METHOD:
- 1.3.1 Construct the Work under a single Lump Sum Contract.
- 1.4 CONTRACTOR USE OF PREMISES:
- 1.4.1 The Contractor shall have use of the premises for the execution of the work.
- 1.4.2 The Contractor shall coordinate use of the premises under the direction of the Owner's Architect.
- 1.4.3 Assume full responsibility for the protection and safekeeping of products under the Contract that are stored on the site.
- 1.4.4 Move any stored products under the Contractor's control that interferes with the operations of the Owner or a separate Site Contractor.
- 1.4.5 Obtain and pay for the use of additional storage or work areas needed for operations.
- 1.4.6 The Contractor shall assume all responsibility for parking his own and his subcontractor's vehicles at the direction of the Owner's Architect. The Contractor shall direct all material deliveries to the construction gate.
- 1.4.7 All District property is tobacco free, drug free, alcohol free, weapons free and graffiti free. Contractor shall enforce these rules to his crew, subcontractors and suppliers.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

This Section requires the three apparent low bidders to attend and participate in a POST BID INTERVIEW with the OWNER'S ARCHITECT, prior to award of any contract by the DISTRICT. The POST BID INTERVIEW will be scheduled by the OWNER'S ARCHITECT _____ starting at _____ a.m. Respective three (3) lowest bidders will be notified of the schedule time. The Conditions of the Contract and all other Sections of the Contract apply to this Section as fully as if repeated herein.

1.2 REQUIRED ATTENDANCE

- 1.2.1 A duly authorized representative of the apparent low bidder is required to attend the POST BID INTERVIEW, in person.
- 1.2.2 The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.
- 1.2.3 Failure to attend the POST BID INTERVIEW will be considered just cause for the District to reject the Bidder's Bid.

1.3 POST BID INTERVIEW PROCEDURE

- 1.3.1 The OWNER'S ARCHITECT and ARCHITECT will review the Bidder's Proposal with the attendees.
- 1.3.2 The OWNER'S ARCHITECT and ARCHITECT will review the Contract , including but not limited to:
 - 1.3.2.1 Insurance
 - 1.3.2.2 Bonding
 - 1.3.2.3 Addenda
 - 1.3.2.4 Pre-Bid Clarifications
 - 1.3.2.5 Scope of Work (Section 011100)
 - 1.3.2.6 Bid Alternates and Voluntary Alternates
 - 1.3.2.7 Value Engineering
 - 1.3.2.8 The Contract Plans
 - 1.3.2.9 The Contract Specifications
 - 1.3.2.10 The Master Schedule
 - 1.3.2.11 Critical Materials
 - 1.3.2.12 General Contract Schedule Requirements
 - 1.3.2.13 Prevailing Wage Requirements
 - 1.3.2.14 Critical Dates Requirement for Other Bid Packages
 - 1.3.2.15 Liquidated Damages
 - 1.3.2.16 Required Documentation for Contract Administration
 - 1.3.2.17 Contract Coordination Requirements
 - 1.3.2.18 All Documents
 - 1.3.2.19 Prime Contractors/Subcontractor Licenses

1.4 POST BID INTERVIEW DOCUMENTATION

The OWNER'S ARCHITECT will document the POST BID INTERVIEW on the form attached to this Section. Both the Apparent Low Bidder and the OWNER'S ARCHITECT are required to sign the POST BID INTERVIEW Documentation. The POST BID INTERVIEW Documentation is a Contract Document, and all items recorded in the POST BID INTERVIEW Documentation are part of the Contract and shall be enforced accordingly. POST BID INTERVIEWS will be conducted at **9:00 a.m., 10:15 a.m., and 11:30 a.m.** The three (3) apparent lowest bidders will be notified of their respective time schedule unless the notification to the three (3) apparent lowest bidders state otherwise.

**SEE QUESTIONNAIRE STARTING
ON NEXT PAGE**

**PHASE 1 OF EIFS EXTERIOR WALL
REPLACEMENT ED EDELMAN
CHILDREN'S COURT**

POST BID INTERVIEW

OWNER

JUDICIAL COUNCIL OF CALIFORNIA
455 GOLDEN GATE AVE.
SAN FRANCISCO, CA. 94102
(909) 940-6100 FAX (909) 940-6197

BIDDER: _____

DATE: _____ TIME: _____ PHONE # _____

I. INTRODUCTIONS: (SIGN IN BELOW)

A. Present _____
CONTRACTOR NAME _____
DC ARCHITECTS NAME _____
OWNER'S NAME _____

II. PROPOSED CONTRACT:

III. PURPOSE OF INTERVIEW IS TO ASSURE:

A. The Contractor acknowledgment of a complete and accurate bid. Yes No
B. The Contractor submission of a fair and equitable bid. Yes No
C. Fair comparisons of bid. Yes No

IV. CONTRACTUAL REQUIREMENTS:

A. Do you understand you are a prime contractor? Yes No
B. Can you meet all specified insurance requirements? Yes No
C. You are required to obtain a Performance, and a Labor and Material Bond for 100% of the Contract price
1. Is this acceptable? Yes No
2. Will you provide bonds as stipulated? Yes No

**PHASE 1 OF EIFS EXTERIOR WALL
REPLACEMENT ED EDELMAN
CHILDREN'S COURT**

POST BID INTERVIEW

IV. CONTRACTUAL REQUIREMENTS (continued):

3. Cost for bond: _____% Yes No
4. Is the cost of the bond in your base bid? Yes No
5. Is your insurance company California licensed? Yes No
- D. Do you possess a valid and active license for this project? Yes No
- E. Are your listed subcontractors possess a valid and active license and such license is for the proper trade necessary to perform the work called for in the Contract Documents? Yes No
- F. Acknowledged Receipt of Addenda _____1 _____2 _____3 _____4 _____5
- G. Are costs for Addenda items included in your proposal? (if applicable) Yes No

V. SCOPE OF WORK:

- A. You have a complete understanding of your Scope of Work under the proposed Agreement. Yes No
- B. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that need to be identified or require clarification? Yes No

If yes, please identify item.

1. _____
2. _____
3. _____
4. _____
5. _____

Is (are) the cost(s) for items V.B.1-5 (as applicable) included in your bid proposal? Yes No

- C. Review bid alternatives (if applicable) Yes No

VI. VALUE ENGINEERING: (describe)	BASE BID:\$ _____
1. _____	Add / Deduct
2. _____	Add / Deduct
3. _____	Add / Deduct
4. _____	Add / Deduct
REVISED TOTAL \$ _____	

VII. SCHEDULE:

Do you acknowledge and agree to complete the project no later than **as Specified in the Agreement**, and as outlined in Section 011216?

1. Can you expedite the schedule? Yes No

If not, what must change and why? _____

B. Identify critical materials, deliveries, and dependencies, including Owner
Furnished items that could affect the completion of your work.

1. _____
2. _____
3. _____

C. You have reviewed Section 011216, CONSTRUCTION SCHEDULE and you understand your work must be completed in accordance with the **Master Schedule**. You further understand the OWNER **MAY** assess liquidated damages if you fail to meet the Master Schedule requirements. You further understand delays by you may cause other contractors to be delayed, and that you **WILL** accelerate your work upon written direction by the OWNER'S Architect and/or the Architect with no additional cost to OWNER.

CRITICAL DATES

PROJECT COMPLETION

See Agreement

Milestone Dates

Notice to Proceed	To Be Announced
All front end documents must be received by	7 days from Notice to Proceed
All submittals must be received by	30 days from Notice to Proceed
Mobilize	To Be Determined

You agree that failure to meet the project completion date is just cause for the JUDICIAL COUNCIL OF CALIFORNIA to assess and retain Liquidated Damages in accordance with the Contract Documents.

**EIFS EXTERIOR WALL REPLACEMENT
ED EDELMAN
CHILDREN'S COURT
POST BID INTERVIEW**

VIII. CONTRACTOR COMMENTS / SUGGESTIONS:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

IX. CONTRACTOR

NOTE: You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all work discussed herein, and that costs for all work are included in your proposal.

The foregoing information is true and accurate, and I am authorized to sign as an officer of the company I am representing.

Company Name

Signature: _____ Title: _____

Date: _____

X. OWNER

Signature: _____ Title: _____

Date: _____

XI. WITNESS

Signature: _____ Title: _____

Date: _____

END OF SECTION

PART 1 – GENERAL

1.1 SUMMARY

The Work includes the preparation and submission of the schedules and reports specified herein, including the up-to-date maintenance thereof as required by the OWNER'S ARCHITECT. The Conditions of the Contract and the other Sections of Division 1 apply to this section as fully as if repeated herein.

The CONTRACTOR will provide the necessary resources to complete construction. TIME IS OF THE ESSENCE.

**EIFS EXTERIOR WALL REPLACEMENT
ED EDELMAN
CHILDREN'S COURT**

Notice to Proceed	To Be Announced
All Front End Documents received by Architect	7 days from Issuance of the Notice to Proceed
All Submittals received to the Architect.....	30 days from issuance of the Notice to Proceed or in advance of construction
Mobilize.....	To Be Determined
Project Completion (including final cleanup and punchlist).....	32 weeks or 224 Consecutive Calendar days

The Contractor shall submit a detailed construction schedule to the Owner's Project Manager within six (6) days of issuance of the Notice to Proceed for approval by the Owner's Project Manager. The baseline dates shown above must be incorporated into this schedule. This schedule shall include all pertinent schedule tasks and durations. After approval of the construction schedule by the Owner's Project Manager, this schedule will become the official project schedule by which the project will be tracked, monitored, and enforced.

Rain days will be considered to be built into this schedule. No additional time extensions will be given to any contractor for any activities due to rain days. The only exception will be if it is determined by the Contractor that there has been an excessive amount of rain days that would be considered above normal seasonal rainfall in number of rain days only, not inches of rainfall, for the City of Perris, where this project is being constructed.

The Contractor shall plan on coordinating and adjusting their forces as necessary to meet the Contract Completion Date for a Final Completion.

HOURS OF CONSTRUCTION OPERATIONS

Weekdays: 7:00 a.m. to 6:00 p.m.

Saturday: 7:00 a.m. to 6:00 p.m.
Sundays and Holidays 8:00 a.m. to 6:00 p.m.

1.2 SUBMITTALS and SHOP DRAWINGS

Complete and transmit to ARCHITECT all submittals and shop drawings, which will allow for the proper review time by the Architect, within thirty (30) calendar days from the Notice to Proceed to assure timely scheduled procurement of products, materials, and/or assemblies.

1.3 FABRICATION AND PROCUREMENT

Establish fabrication and/or procurement lead times which will assure that no operation will be delayed from its scheduled starting date. Ten (10) calendar days after the issuance of the Notice to Proceed, in writing, notify ARCHITECT, the delivery dates of all long lead items. (Examples: casework, switchgear, ornamental iron fencing, roofing, sheet metal, and any other items necessary to assure timely completion of the Project.)

1.4 DEFINITIONS

1.4.1 Day: As used throughout the Contract, the word "day" means, "calendar day" unless otherwise indicated.

1.4.2 Adverse weather that is normal for the area and the season is taken into account in the Construction Schedule. Any overtime, weekend work, and/or acceleration necessary to comply with the construction schedule shall be included in the Contractor's bid at no additional cost to the OWNER.

1.5 DAILY WRITTEN MANPOWER REPORTS

The Superintendent for the CONTRACTOR shall submit to the OWNER'S ARCHITECT a brief daily written report by 3:00 PM on EACH AND EVERY WORKING DAY CONTRACTOR or HIS SUBCONTRACTOR is performing work on the Project site, which identifies each of the following:

1.5.1 The name and classification of each employee working on the project that day, including subcontractors. Also provide the number of hours each employee worked that day, and provide a description of what work each employee performed that day.

1.5.2 Estimated 100 percent completion date of each activity or activities currently under construction that day.

1.5.3 Specific problems, if any, with the actions and/or inaction of Subcontractors, the OWNER, ARCHITECT, consulting engineers, or the Contract Documents, which are preventing the CONTRACTOR'S work from being properly completed per the schedule.

1.6 COORDINATION

The CONTRACTOR must coordinate all work with subcontractors, if any, on the project in order to complete each activity of their work within the fixed duration assigned to same as shown on the "PROJECT CONSTRUCTION SCHEDULE".

1.7 PERSONNEL AND EQUIPMENT

CONTRACTOR is expected to provide properly trained and skilled personnel in adequate numbers and equipment needed and/or required in order to properly and efficiently complete all work activities per the schedule. Should OWNER'S PROJECT MANAGER determine at any time that CONTRACTOR is not providing an adequate work force armed with the proper materials and/or equipment, OWNER'S PROJECT MANAGER shall give CONTRACTOR written notice of same. (See General Conditions, Owner's Right to do Work.)

1.8 RESPONSIBILITY FOR COMPLETION

The CONTRACTOR agrees that at the sole judgment of OWNER'S PROJECT MANAGER, whenever it becomes apparent from the current monthly updated Contract Baseline Schedule that the contract completion date will not be met, it will take some or all of the following actions, as approved by OWNER'S PROJECT MANAGER, at no additional cost to OWNER:

- 1.8.1 Increase construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of PROJECT MANAGER, the backlog of work.
- 1.8.2 Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of OWNER'S PROJECT MANAGER, the backlog of work. This paragraph shall not be construed to permit the CONTRACTOR to violate the work hour restrictions specified in the Contract Documents.
- 1.8.3 Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

END OF SECTION

PART 1 – GENERAL

1.1 SUMMARY

1.1.1 Section includes: General requirements for the proposal of substitutions.

1.2 MATERIAL

1.2.1 Equipment, materials, and articles incorporated into the work shall be new and suitable for the purposes intended.

1.2.2 Reference to equipment, material, article, or patented process by trade name or catalog number shall not be construed as limiting competition.

1.2.2.1 In cases where the Specifications designate a material, product, thing, or service by specific proprietary brand or trade name, and there is only one brand or trade name listed, the item involved is:

1.2.2.1.1 Used as a standard of quality which must be satisfied without compromise, or

1.2.2.1.2 The only brand or trade name known to the Owner and Architect.

1.2.2.2 Wherever in the Contract Documents a material, article, or process is indicated or specified by trade, patent, proprietary name, or name of manufacturer, such indication shall be deemed to be followed by the words, "or equivalent, as accepted in writing by the Architect".

1.2.2.2.1 Contractor shall submit a substitution request for Architect's written acceptance.

1.2.2.3 If the phrase "NO SUBSTITUTIONS" is used, the product is required to be used since it is a unique product application.

1.2.3 The naming of more than one manufacturer in a Section does not imply that all products of named manufacturers are acceptable for use on the Project. Where more than one proprietary name is specified, provide materials or equipment of any one of the manufacturers specified, only if full compliance with other portions of the Specifications can be provided.

1.2.4 Construction shall be in compliance with the cited standards for the materials specified.

1.3 SUBSTITUTIONS

1.3.1 Should the Contractor wish to substitute an item purported to be equal to the one specified, then the Contractor shall, no later than **30 days after Award of Contract**, furnish to the Architect the name of the manufacturer, model number, color options and other pertinent data and information respecting the "or equivalent" item which has been proposed in the bid and which the Contractor contemplates incorporating in the work. If the "or equivalent" item is not found by the Architect to be, in fact, equivalent or better, then the item specified in the Contract Documents shall be furnished. When colors have been indicated prior to Bid, Contractor shall be required to provide a custom color to match.

- 1.3.2 When required by the Contract Documents, or when directed by the Owner, furnish full information concerning the material or article proposed for incorporation into the work. Testing of a proposed substitute material to assure compliance with the Specifications may be required by the Owner at the Contractor's expense. When so directed, submit samples for acceptance. Equipment, material, and articles installed or used without required acceptance shall be at the risk of subsequent rejection, and replacement at Contractor's cost.
- 1.3.3 Substitutions shall comply with, or exceed, requirements of dimension, function, structure, durability, and appearance without exception. Use of accepted substitutions shall in no way relieve the Contractor from responsibility for compliance with the Contract Documents after installation. It shall be incumbent upon the Contractor using accepted substitutions to assume extra costs caused by the use of such substitutions where they affect other work.
- 1.3.4 Do not substitute materials, equipment, or methods unless such substitution has been reviewed and approved by the Architect. Substitutions shall be submitted to the Division of the State Architect for approval prior to acceptance by Architect.
- 1.3.5 "Or Equivalent"
- 1.3.5.1 Where the phrases "or equivalent", "or approved equivalent", or "or equivalent as approved by the Architect" occur in the Contract Documents, do not assume that materials, equipment, or methods will be accepted as equal unless the item has been specifically accepted, in writing, for the Work by the Architect and by Local Ordinance/Codes/Regulations and Office of Regulation Services for items which "affect health, safety or welfare."
- 1.3.6 Failure to place orders for specified equipment or material sufficiently in advance of the scheduled installation date will not be considered a valid reason upon which the Contractor may base his request for substitutions or for deviations from the Drawings and Specifications.
- 1.3.7 In the event the Contractor requests changes or revisions requiring drawings or services of the Architect or his consultants, to facilitate installation or erection of any portion of work, the Contractor shall accept the responsibility to hire and pay for the Architect's or Consultant's services. A standard hourly rate, as agreed upon, shall be paid by the Contractor whether the change is accepted or rejected. In the event the change is approved, this fee shall be deducted, and paid, from the Contract Sum.
- 1.3.8 Redesigning by the Contractor: Redesigning shall be by an Engineer licensed, in the State of California, to perform such work. In the event approval is required from authorities having jurisdiction, such approval shall be obtained by the Contractor at his expense before submitting the revised design or substitution to the Architect.
- 1.3.9 Revision After Approval: When a submittal has been reviewed by the Architect, resubmittal for substitution of materials or equipment will not be considered unless accompanied by an explanation acceptable to the Architect as to the reason substitution is considered necessary. Changes in Plans and Specifications, which effect safety, health or welfare, shall be made by Addenda or Change Orders approved by the Division of the State Architect.

1.4 SUBSTITUTION REQUEST FORM:

- 1.4.1 Submittal of the requested information shall be accompanied by the attached Substitution Request Form. Submit seven copies of each request to the Architect. Architect will distribute as appropriate.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

ATTACHMENT: Substitution Request Form

END OF SECTION

SUBSTITUTION REQUEST FORM

Re: EIFS EXTERIOR WALL REPLACEMENT ED EDELMAN CHILDREN'S COURT

Project Name

Project Manual Section Number

Item

To: DC Architects
Architect

From: _____
Contractor

Reviewed for timeliness and completeness by General Contractor:

We hereby submit for your consideration the following product comparisons of the specified item and the proposed substitution:

A.	Comparison	Specified Item	Substitution
1.	Product Name/Model	_____	_____
2.	Manufacturer	_____	_____
	Address	_____	_____
	Address	_____	_____
	Phone Number	_____	_____
3.	Product Cost	_____	_____
	Installation/Labor Cost	_____	_____
4.	Delivery Time	_____	_____
	Installation Time	_____	_____
5.	Product Characteristics	_____	_____
		_____	_____
		_____	_____
		_____	_____
6.	Dimensions/Effects	_____	_____
		_____	_____

7. Guarantee/Warranty _____

8. ICBO No. _____

9. UL Rating _____

B. Substantiating Data:

Attach manufacturer's literature for both specified item and substitution.

C. Samples: Provide samples for both specified item and substitution, if applicable.

D. Similar Projects for Reference:

1. _____

Name	_____	Date	_____
------	-------	------	-------

Address

Address

Contact

Telephone

2. _____

Name	_____	Date	_____
------	-------	------	-------

Address

Address

Contact

Telephone

E. Maintenance Service/Parts/Supplier:

Name

Address

Address

Telephone

F. What effect does this substitution have on applicable code requirements?

G. Change Data:

Attach complete information for changes to be made to drawings and project manual.

Certification of equal performance and assumption of liability for equal performance.

The Contractor shall agree to pay for costs involved in changing the building design; including engineering, drafting and detail cost caused by the proposed substitution.

Submitted by:

_____	_____
Name	Signature
_____	_____
Title	Date

Firm	

Address	
_____	_____
City	State Zip Telephone

Remarks:

Signature must be by persons having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

For Use by Owner's Representative:

Accepted Not Accepted

Owner's Consultant:

By: _____

Date: _____

Accepted Not Accepted

School Owner:

By: _____

Date: _____

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as are described in written Change Orders signed by the OWNER and the ARCHITECT and issued after execution of the Contract, in accordance with the provisions of this Section.

1.1.2 Related work:

1.1.2.1 Documents affecting work of this Section include, but are not necessarily limited to the Conditions of the Contract and Sections in Division 1 of these specifications.

1.1.2.2 Changes in the Work are described further in Article 66 of the General Conditions.

1.2 QUALITY ASSURANCE

1.2.1 Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.

1.3 SUBMITTALS

Make submittals through the ARCHITECT. Submit the number of copies called for under the various items listed in this Section.

1.4 PRODUCT HANDLING

The ARCHITECT shall maintain and coordinate a Register of Bulletins and Change Orders at the job site, accurately reflecting current status of all pertinent data as submitted by the CONTRACTOR. Make the Register available to the ARCHITECT for review at his request.

1.5 PROCESSING CHANGES INITIATED BY THE OWNER

1.5.1 Should the OWNER contemplate making a change in the Work or a change in the Contract Time of Completion, the ARCHITECT will issue a "Bulletin" to the CONTRACTOR.

1.5.1.1 Bulletins will be dated and will be numbered in sequence.

1.5.1.2 The Bulletin will describe the contemplated change, and will carry one of the following instructions to the CONTRACTOR:

1.5.1.2.1 Make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion;

1.5.1.2.2 Make the described change in the Work, credit or cost for which will be determined in accordance with Article 66 of the General Conditions;

- 1.5.1.2.3 Promptly advise the ARCHITECT as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.
- 1.5.2 If the CONTRACTOR has been directed by the ARCHITECT to make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion, but the CONTRACTOR wishes to make a claim for one or both of such changes, the CONTRACTOR shall proceed with the change and shall notify the ARCHITECT of its intention to make a claim.
- 1.5.3 If the CONTRACTOR has been directed by the ARCHITECT to promptly advise him as to credit or cost proposed for the described change, the CONTRACTOR shall:
 - 1.5.3.1 Analyze the described change and its impact on costs time;
 - 1.5.3.2 Secure the required information and forward it to the ARCHITECT for review;
 - 1.5.3.3 Meet with the ARCHITECT as required to explain costs and, when appropriate, determine other acceptable ways to achieve the desired objective;
 - 1.5.3.4 Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the OWNER'S cost for making the change, advising the ARCHITECT in writing when such avoidance no longer is practicable.
- 1.6 PROCESSING CHANGES INITIATED BY THE CONTRACTOR
 - 1.6.1 Should the CONTRACTOR discover a discrepancy among the Contract Documents, or other cause for suggesting a change in the Work, a change in the Contract Sum, or a change in the Contract Time of Completion, he shall notify the ARCHITECT.
 - 1.6.2 Upon agreement by the ARCHITECT that there is reasonable cause to consider the Contractor's proposed change, the ARCHITECT will issue a Bulletin or written direction.
- 1.7 PROCESSING BULLETINS (And/or Work Orders)
 - 1.7.1 Make written reply to the ARCHITECT in response to each Bulletin.
 - 1.7.1.1 State proposed change in the Contract Sum, if any.
 - 1.7.1.2 State proposed change in the Contract Time of Completion, if any. (There will be no additional time allotted for completion of the Project, including all overtime as required.)
 - 1.7.2 Clearly describe other changes in the Work required by the proposed change.
 - 1.7.2.1 CONTRACTOR to include full backup data such as subcontractor's letter of proposal or similar information. (Including quantities and unit lists for labor and material.)

- 1.7.2.2 Submit this response in single copy to the ARCHITECT.
- 1.7.3 When cost or credit for the change has been agreed upon by the ARCHITECT and the CONTRACTOR, the ARCHITECT will prepare a "Change Order" and submit to the CONTRACTOR, for signatures.
 - 1.7.3.1 Upon receipt of Contractor's signature, forward back to ARCHITECT for submittal and distribution to OWNER and other parties.
- 1.8 PROCESSING CHANGE ORDERS
 - 1.8.1 Change Orders will be dated, numbered in sequence and contain the Project File No.
 - 1.8.2 Each change order shall include the following information:
 - 1.8.2.1 A detailed description of the change required, with back-up documentation (Bulletin, Change Order Request, cost data, letters, etc.).
 - 1.8.2.2 The reason for the change.
 - 1.8.2.3 Who requested the change.
 - 1.8.2.4 The dollar amount of each item (add, deduct, or no cost).
 - 1.8.3 The OWNER, ARCHITECT shall review, approve, and sign the Change Orders.
 - 1.8.4 The ARCHITECT will distribute the required number of copies (minimum of seven (7)) of each Change Order prepared, signed and submitted to the OWNER.
 - 1.8.4.1 The ARCHITECT will retain one signed copy in his file and will forward the other signed copies to the Owner.
 - 1.8.4.2 The OWNER, upon approval, will sign all copies, retain one (1) signed copy for their file and return the remaining copies through the ARCHITECT for distribution.
 - 1.8.4.2.1 All Change Orders and Addenda must be approved by the Architect and Owner.
 - 1.8.4.3 All Change Orders must be approved by the OWNER'S Board prior to the CONTRACTOR invoicing the OWNER for that change.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 Section Includes: Administrative and procedural requirements governing the Contractor's Applications for Payment.

1.1.2 Related Work:

1.1.2.1 The Progress Schedule is included in Section 013216 and shall be coordinated with the work of this Section.

1.1.2.2 RECORD DOCUMENTS: All requirements for record documents, Specifications Section 017800, shall be satisfied to the Owner's satisfaction prior to Owner's processing of each month's Application for Payment.

1.2 SCHEDULE OF VALUES

1.2.1 Coordinate preparation of the Schedule of Values with preparation of the Network Analysis Schedule.

1.2.2 Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than 10 days after the issuance of the Notice to Proceed. Include with initial submission a projected monthly payment request schedule for total cost of project, for Owner's cash flow planning.

1.2.3 Acceptance of the Schedule of Values by the Architect and the District is required prior to approval and payment of the first application for payment.

1.2.4 Format and Content: The Project Manual Table of Contents may be used as a general guide to format the Schedule of Values; specific item numbers may be sequentially numerical.

1.2.4.1 The Schedule of Values shall be a detailed breakdown of the price to provide and install each item of work and material on the project.

1.2.4.2 Each line item on the Schedule of Values shall be presented to allow the Architect to easily find that item of work within the construction during his review of the construction operations and evaluate whether that line item is 100 percent complete or not.

1.2.4.3 Each line item of the Schedule of Values shall be given a value by the Contractor that, in the opinion of the Contractor, best represents the value of that work, and if required to present evidence of his opinion, the Contractor will be able to substantiate the value by the use of supplier and/or subcontractor written quotations, labor wages/rates, hourly estimates, and/or by industry recognized cost estimating references.

1.2.4.4 Each line item of the Schedule of Values shall be in such detail and coordinated with other line items of work and with the contractor's Construction Schedule, that when making application for payment each month, each line item depicts a portion of work that can be completed within one month's pay period, reviewed by the Inspector and the

Architect; if that line item is 100 percent complete, recommended to the Owner for payment. If, in the opinion of the Architect, the line item is not 100 percent complete, the line item will not be recommended for payment.

1.2.4.5 Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed. Each sheet of the Schedule of Values shall be titled and numbered sequentially.

1.2.4.5.1 Line Item Number

1.2.4.5.2 Description of Item

1.2.4.5.3 Quantity

1.2.4.5.4 Unit of Measure

1.2.4.5.5 Unit Price

1.2.4.5.6 Value of Line Item

1.2.4.5.7 Line Item Value Request this month

1.2.4.5.8 Line Item Value Previously completed

1.2.4.5.9 At the bottom of each sheet, the Total Amount of Columns f and g shall be tabulated and carried forward on each page and the TOTAL AMOUNT presented at the end.

1.2.5 Do not round any dollar amounts, the total shall equal the Contract Sum.

1.2.6 Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

1.3.1 Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

1.3.1.1 The initial Application for Payment, the Application for Payment at the time of Substantial Completion, and the final Application for Payment involve additional requirements.

1.3.1.2 Submit a pencil draft of the approved schedule of values to the Architect by the 25th of each month.

1.3.2 Payment Application Times: The date for each progress payment is the 1st day of each month. The period of construction Work covered by each Application for Payment is the period ending the last day of the month and starting the day following the end of the preceding period. For example, the period of a progress payment dated November 1st would be October 1st through October 31st.

1.3.3 Payment Application Forms: Use AIA Document G702 and the form of Schedule of Values accepted by the Architect and approved by the District.

- 1.3.4 Application Preparation: Complete each entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
- 1.3.4.1 Entries shall match data on the Network Analysis Schedule. Use updated schedules if revisions have been made.
- 1.3.4.2 Include amounts of Owner-approved Change Orders issued prior to the last day of the construction period covered by the application.
- 1.3.5 Transmittal: Submit six (6) executed copies (one original and five copies) of each Application for Payment to the ARCHITECT. All copies shall be complete, including waivers of lien and similar attachments, when required.
- 1.3.6 Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.
- 1.3.6.1 Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period covered by the Application.
- 1.3.6.2 Submit final Application for Payment with or preceded by final waivers from entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.
- 1.3.7 Initial Application for Payment: Administrative actions and submittals that must precede submittal of the first Application for Payment include the following:
- 1.3.7.1 List of subcontractors
- 1.3.7.2 Schedule of Values
- 1.3.7.3 Schedule of unit prices, if applicable
- 1.3.7.4 Copies of permits as may be required to start the Work (encroachment permits, etc., may be obtained as necessary for sequence of construction).
- 1.3.7.5 Copies of authorizations and licenses from governing authorities for performance of the Work.
- 1.3.7.6 Certificates of insurance and insurance policies
- 1.3.7.7 Performance and payment bonds
- Note: Each preceding item shall be submitted to the Architect, accepted by the Architect and approved by the Owner prior to the certification and approval of the first payment to the Contractor.
- 1.3.8 Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

Administrative actions and submittals that shall proceed or coincide with this application include:

- 1.3.8.1 Occupancy permits and similar approvals
 - 1.3.8.2 Warranties (guarantees) and maintenance agreements
 - 1.3.8.3 Test/adjust/balance records
 - 1.3.8.4 Maintenance instructions
 - 1.3.8.5 Meter readings
 - 1.3.8.6 Start-up performance reports
 - 1.3.8.7 Change-over information related to Owner's occupancy, use, operation, and maintenance
 - 1.3.8.8 Final cleaning
 - 1.3.8.9 Application for reduction of retainage and consent of surety
 - 1.3.8.10 Advice on shifting insurance coverage
 - 1.3.8.11 Final progress photographs
 - 1.3.8.12 List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion. Each work item value shall be listed and the total amount deducted from amounts owed over and above the retention.
- 1.3.9 Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
- 1.3.9.1 Completion of Project closeout requirements
 - 1.3.9.2 Completion of items specified for completion after Substantial Completion
 - 1.3.9.3 Written assurance that unsettled claims will be settled
 - 1.3.9.4 Written assurance that Work not complete and not accepted will be completed without undue delay.
 - 1.3.9.5 Transmittal of required Project construction records to Owner
 - 1.3.9.6 Certified property survey.
 - 1.3.9.7 Proof that taxes, fees, and similar obligations have been paid
 - 1.3.9.8 Removal of temporary facilities and services
 - 1.3.9.9 Removal of surplus materials, rubbish, and similar elements

1.3.9.10 Change of door locks to Owner's access

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

- See Attached:
 - Application and Certificate for Payment
 - Continuation Sheet
 - Instruction Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: PROJECT: EIFS EXTERIOR WALL REPLACEMENT APPLICATION NO. _____ PERIOD TO: _____ Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- OTHER

FROM: ARCHITECT: DC Architects

JJC Project No.: FM004616

CONTRACT FOR: _____ Project No. _____ CONTRACT DATE: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTALS:			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR:
BY: _____ DATE: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

INSPECTOR:
BY: _____ DATE: _____

OWNER:
BY: _____ DATE: _____

- 1. Original contract sum: \$ _____
- 2. Net change by Change Orders: \$ _____
- 3. Contract sum to date: \$ _____
- 4. Total completed and stored to date: \$ _____
(Column G on Schedule of Values sheet)
- 5. Retainage:
 - a. 10 % of Completed Work
(Column D + E on Schedule of Values Sheet)
 - b. 10 % of Stored Material
(Column F on Schedule of Values Sheet)
 Total Retainage (Line 5a + 5b or Total in Column 1 of Schedule of Values Sheet) \$ _____
- 6. Total earned less Retainage: \$ _____
(Line 4 less Line 5 Total)
- 7. Less previous certificates for payment: (Line 6 from prior Certificate) \$ _____
- 8. Current payment due: \$ _____
- 9. Balance to finish, plus retainage: \$ _____
(Line 3 less Line 6)

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20____
Notary Public:

My Commission expires: _____

AMOUNT CERTIFIED: \$ _____

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT: DC Architects

BY: _____ Date: _____

Application is made for Payments as shown below, in connection with the Contract. Schedule of Values is attached.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INSTRUCTION SHEET
AIA DOCUMENTS G702a/G703a

A. GENERAL INFORMATION

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A20L General Conditions of the Contract for Construction, 1976 Edition.

B. COMPLETING THE G702 FORM:

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.

The Contractor should sign the form, have it notarized and submit it, together with G703, to the Architect.

The Architect should review it and, if it is acceptable, complete the Architect's Certificate for Payment on this form. The completed form should be forwarded to the Owner.

C. COMPLETING THE G703 FORM:

Heading: Complete the information here consistent with similar information on AIA Document G702, Application and Certificate for Payment.

Columns A, B & C: These columns should be completed by identifying the various portions of the project and their scheduled value consistent with the schedule of values submitted to the Architect at the commencement of the project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the project.

Column D: Enter in this column the amount of completed Work covered by the previous application. This is the sum of columns D and E from the previous application. Values from column I (Materials Presently Stored) from prior payments should not be entered in this column.

Column E: Enter here the value of Work completed until the time of this application, including the value of materials incorporated in the project which were listed on the previous Application and Certificate for Payment under Materials Presently Stored (column F).

Column F: Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from the column and incorporated into column E (Work Completed-This Period).

Column G: Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H: Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I: This column is normally used only for contracts where variable retain age is permitted on a line-item basis. It need not be completed on projects where a constant retain age is withheld from the overall contract amount.

Change Orders: Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

D. MAKING PAYMENT

The owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on this form.

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED:

1.1.1 Each CONTRACTOR shall coordinate his Work and Work of his subcontractors for the Project.

1.1.2 Each Contractor shall:

1.1.2.1 Coordinate work of his own employees and suppliers.

1.1.2.2 Expedite his work to assure compliance with schedules.

1.1.2.3 Coordinate his work with that of other Contractors, subcontractors, and work by OWNER.

1.1.3 Each Contractor shall coordinate his work and the work of his subcontractors with other Contractors on Project.

1.2 RELATED REQUIREMENTS:

1.2.1 The General Conditions of the Contract: Authority and responsibilities of the Contractor and subcontractor.

1.3 CONSTRUCTION ORGANIZATION AND START-UP:

1.3.1 The Contractor shall establish on-site lines of authority and communications, and each Contractor shall:

1.3.1.1 Attend pre-construction meeting and mandatory weekly progress meetings.

1.3.1.2 Establish procedures for inter-project communications:

1.3.1.2.1 Submittals

1.3.1.2.2 Reports and records

1.3.1.2.3 Recommendations

1.3.1.2.4 Coordination drawings

1.3.1.2.5 Resolution of conflicts

1.3.1.3 Interpret Contract Documents:

1.3.1.3.1 Consult with ARCHITECT to obtain interpretation.

1.3.1.3.2 Assist in resolution of questions or conflicts which may arise.

1.3.1.3.3 Transmit written interpretations to subcontractors and to other concerned parties.

1.3.1.4 Assist in obtaining permits and approvals:

1.3.1.4.1 Building permits and special permits required for all Work or for temporary facilities.

1.3.1.4.2 Verify that subcontractors have obtained inspections for all Work through the ARCHITECT. approved INSPECTOR.

1.3.1.5 Control the use of site:

1.3.1.5.1 Supervise field engineering and site layout.

1.3.1.5.2 Allocate space for each subcontractor's use for field offices, sheds, and work and storage areas as approved by the ARCHITECT.

1.3.1.5.3 Establish access, traffic, and parking allocations and regulations.

1.3.1.5.4 Monitor use of site during construction.

1.4 GENERAL DUTIES:

1.4.1 Construction Schedules - Each Contractor shall:

1.4.1.1 Monitor schedules as work progresses:

1.4.1.1.1 Identify potential variances between scheduled and probable completion dates for each phase.

1.4.1.1.2 Recommend to ARCHITECT adjustments in schedule to meet required completion dates.

1.4.1.1.3 Adjust schedules of subcontractors as required.

1.4.1.1.4 Document changes in schedule, submit to OWNER and ARCHITECT and to involved subcontractors.

1.4.1.1.5 Upon written notice by ARCHITECT, CONTRACTOR shall, within three (3) calendar days, provide a complete recovery schedule, including manpower loading, resource loading, detailing how the CONTRACTOR and his subcontractors will recover CONTRACTOR'S original scheduled milestone dates. Recovery schedule shall show overtime, weekends, or multiple shifts as necessary to meet each milestone of the original schedule.

1.4.1.2 Observe Work of each subcontractor to monitor compliance with schedule.

1.4.1.2.1 Verify that labor and equipment are adequate for the Work and the schedule.

1.4.1.2.2 Confirm that product procurement schedules are adequate.

- 1.4.1.2.3 Confirm that product deliveries are adequate to maintain schedule.
- 1.4.1.2.4 Report noncompliance to OWNER, ARCHITECT. approved INSPECTOR, with recommendation for changes.
- 1.4.2 Process Shop Drawings, product data, and samples - Each Contractor shall:
 - 1.4.2.1 Prior to submittal to ARCHITECT, review for compliance with Contract Documents:
 - 1.4.2.1.1 Field dimensions and clearance dimensions.
 - 1.4.2.1.2 Relation to available space.
 - 1.4.2.1.3 Relation to other contracts and to other trades.
 - 1.4.2.1.4 Effect of any changes on the Work of any other contracts or other trades.
 - 1.4.2.1.5 Provide written approval that submittals have been approved by Contractor.
- 1.4.3 Review coordination drawings prepared by mechanical and electrical Contractors - Each Contractor shall:
 - 1.4.3.1 Prior to submittal to ARCHITECT, review for compliance with Contract Documents.
 - 1.4.3.2 Resolve conflicts and assure coordination of the Work of, or affected by, mechanical and electrical trades, or by special equipment requirements.
- 1.4.4 Inspection and testing - Each Contractor shall:
 - 1.4.4.1 Inspect Work to assure performance in accordance with requirements of Contract Documents.
 - 1.4.4.2 Bring to ARCHITECT'S attention the need of any special testing and inspections of suspect Work.
 - 1.4.4.3 Reject Work which does not comply with requirements of Contract Documents.
 - 1.4.4.4 Coordinate Testing Laboratory services:
 - 1.4.4.4.1 Verify that required laboratory personnel are present.
 - 1.4.4.4.2 Verify that tests are made in accordance with specified standards.
 - 1.4.4.4.3 Review test reports for compliance with specified criteria.
 - 1.4.4.4.4 Recommend and administer any required retesting.

- 1.4.5 Monitor the use of temporary utilities - Each Contractor shall verify that adequate services are provided and maintained.
- 1.4.6 Monitor the CONTRACTOR'S periodic cleaning - Each Contractor shall:
 - 1.4.6.1 Enforce compliance with Specifications.
 - 1.4.6.2 Resolve any conflicts.
- 1.4.7 Arrange for delivery of OWNER furnished products - Each Contractor shall:
 - 1.4.7.1 Inspect for condition at delivery.
 - 1.4.7.2 Turn over to appropriate subcontractor, obtain receipt.
- 1.4.8 Changes and substitutions - Each Contractor shall:
 - 1.4.8.1 Recommend necessary or desirable changes to OWNER and to ARCHITECT.
 - 1.4.8.2 Review subcontractor's requests for changes and substitutions. Submit recommendations to OWNER and to ARCHITECT.
 - 1.4.8.3 Assist ARCHITECT in negotiating Change Orders.
 - 1.4.8.4 Promptly notify all subcontractors of pending changes or substitutions.
- 1.5 CLOSE-OUT DUTIES:
 - 1.5.1 Mechanical and electrical equipment start-up:
 - 1.5.1.1 Coordinate check-out of utilities, operations systems, and equipment.
 - 1.5.1.2 Assist in initial start-up and testing.
 - 1.5.1.3 Record dates of start of operation of systems and equipment.
 - 1.5.1.4 Submit to OWNER written notice of beginning of warranty period for equipment put into service.
 - 1.5.2 At completion of Work of each Contract, conduct an inspection to assure that:
 - 1.5.2.1 Specified cleaning has been accomplished.
 - 1.5.2.2 Temporary facilities have been removed from site.
 - 1.5.3 Substantial Completion:
 - 1.5.3.1 Conduct an inspection to confirm or supplement Contractor's list of work to be completed or corrected.
 - 1.5.3.2 Assist ARCHITECT in preparation of correction list.

- 1.5.3.3 Supervise correction and completion of Work as established in Certificate of Substantial Completion.
- 1.5.4 When OWNER occupies a portion of Project prior to final completion, coordinate established responsibilities of CONTRACTOR and OWNER.
- 1.5.5 Final Completion:
 - 1.5.5.1 When each Contractor determines that Work is finally complete, conduct an inspection to verify completion of Work, prior to Punchlist.
 - 1.5.5.2 Assist ARCHITECT in verification of final completion.
- 1.5.6 Administration of Contract Close-out: - Each Contractor shall:
 - 1.5.6.1 Review final submittals and as-builts prior to transmittal.
 - 1.5.6.2 Transmit to ARCHITECT with recommendations for action.
- 1.6 REQUEST FOR INFORMATION
 - 1.6.1 Each Contractor shall plan, schedule, coordinate and sequence Work so Requests for Information (RFI), if necessary, may be submitted to the Architect in a timely manner so as not to delay progress of Work. Submission of and responses to RFI(s) with copies to OWNER shall be transmitted via facsimile (FAX) equipment or hand-delivered.
 - 1.6.2 Architect shall have three days and an additional four days if Architect's consultants are involved, to respond to RFI(s). When Architect responds to an RFI within the time frame allotted per the contract documents but when the response already is contained or included within contract documents, or is based on referenced standards, or is based on established and common construction practices, Contractor shall reimburse the Architect at the current DCA hourly rates.

If RFI requires Architect's Consultant(s) acknowledgement, Contractor shall reimburse consultant(s), at the same hourly rate for consultant's staff; Contractor shall also pay to the Architect, a percentage for overhead and profit to the consultant's fee, equal to the markup the Contractor adds to "Change Orders".
 - 1.6.3 Contractor shall be billed at "Request for Payment" meeting, and payment is due on the 10th day of the following month. If payment is not received by Architect by that date, Architect's response to pending RFIs will be delayed by the same number of days as the days the payment check for RFI services is late.
 - 1.6.4 No damages for delay due to RFI response beyond allotted time will be allowed, unless Contractor can show that RFI was not foreseeable with proper planning, scheduling, coordination, and sequencing, and the Architect's late response delayed timely purchase or delivery of equipment or material, or limited construction personnel from proceeding with their task(s), within previously listed "Construction Schedule" activity period(s).

1.7 QUALITY ASSURANCE

1.7.1 Familiarity With Contract Documents:

1.7.1.1 Contractor and all Subcontractors shall conduct a study necessary to become completely familiar with all requirements. Applicable requirements indicated or described in the Contract Documents, and the publications referred to, are a part of the Work required as though repeated in each such Section.

1.7.1.2 In the event discrepancies or conflicts are encountered, notify the Architect immediately. Where there is discrepancy between different parts of the contract documents, including referenced codes and standards, the documents requiring the higher quality, the greater quantity, or the more difficult work shall govern, unless determined otherwise by the Architect.

1.7.1.3 Promptly distribute required information to entities concerned and ensure the needed actions are taken.

1.7.2 Reporting: Unless otherwise noted by the Contractor in his transmittals, all of the Contractor's data transmittals to the Architect for the Architect's review will be construed as stipulating that the Contractor has thoroughly and completely reviewed and coordinated the data prior to transmittal.

1.7.3 Interfacing: It shall be solely the responsibility of each Contractor to make sure that the assigned work completes in a timely manner and that all interfaces are prepared, connected, and function as required.

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION

3.1 PLANNING THE WORK

3.1.1 By thorough advance planning of activities, coordinate the following in addition to other coordination activities required:

3.1.1.1 Materials, services, and equipment purchasing.

3.1.1.2 Shipping.

3.1.1.3 Receipt and storage at the site.

3.1.1.4 Installation, including interface with related items.

3.1.1.5 Inspection and testing, to the extent required under the Contract.

3.1.1.6 Assistance in initial start-up and operational tests.

3.1.1.7 Completion of the Work, including removal and disposal of Contractor's surplus material and equipment, and final cleaning of structures and sites.

3.2 COORDINATION

3.2.1 Coordinate construction activities included under various Sections of these Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation connection and operation.

3.2.2 Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work.

3.3 GENERAL INSTALLATION PROVISIONS

3.3.1 Coordination methods used by the Contractor are at the Contractor's option, except that the Architect may disapprove Work completed by the Contractor or data submitted by the Contractor when, in the Architect's judgment, coordination has been inadequate to ensure the specified quality.

3.3.2 Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

END OF SECTION

Attachment: RFI form

FROM: _____
(Trade Contractor)

REQUEST FOR INFORMATION	Project Name:	RFI#: _____
	EIFS EXTERIOR WALL REPLACEMENT	
	Project No.: FM004616	DATE: _____

TO: _____ Attn: _____
Fax _____

Brief Summary of this RFI: (Provide attachment if additional space is needed)

DRAWINGS REFERENCE: _____ SPEC REFERENCE: _____

PROPOSED SOLUTION: (Provide attachment if additional space is needed)

IMPACT CONTRACT TIME: _____ IMPACT CONTRACT PRICE: _____

RESPONSE NEEDED BY: WHY? (if less than 1 week): _____	SUBMITTER'S SIGNATURE: _____
--	---------------------------------

RESPONSE:

DATE: _____	DC Arch. SIGNATURE: _____ Organization: _____
-------------	--

ARCHITECT
DC Architects
820 N. Mountain Ave., Ste. 200
Upland, CA 91786
Phone: (909) 985-6939 Fax: (909) 985-0864

PART 1 - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: To enable orderly review during progress of the Work and to provide for systematic discussion of problems, the ARCHITECT will conduct project meetings throughout the construction period.

1.1.2 Related work:

1.1.2.1 Documents affecting work of this Section include, but are not necessarily limited to, the Conditions of the Contract and Sections in Division 1 of these Specifications.

1.1.2.2 The THE CONTRACTOR's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the THE CONTRACTOR'S responsibility and normally are not part of project meetings content.

1.2 QUALITY ASSURANCE

1.2.1 For those persons designated by the THE CONTRACTOR to attend and participate in project meetings, THE CONTRACTOR shall provide required authority to commit the THE CONTRACTOR to solutions agreed upon in the project meetings.

1.3 SUBMITTALS

1.3.1 Agenda items: To the maximum extent practicable, advise the ARCHITECT at least 24 hours in advance of project meetings regarding items to be added to the agenda.

1.3.2 Minutes:

1.3.2.1 The ARCHITECT will compile minutes of each project meeting and will fax or make available required copies to the THE CONTRACTOR and required copies to the OWNER, ARCHITECT, and INSPECTOR.

1.3.2.2 Recipients of copies may make and distribute such other copies at their discretion.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

3.1 MEETING SCHEDULE

3.1.1 Except as noted below for Pre-Construction Meeting, project meetings will be held weekly.

3.1.2 Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION

3.2.1 The ARCHITECT will schedule all meetings at the job site office. To the maximum extent possible, all meetings will be held at the job site office.

3.3 PRE-CONSTRUCTION MEETING

3.3.1 Pre-Construction Meeting will be scheduled by the ARCHITECT and prior to the commencement of construction, as scheduled by the ARCHITECT.

3.3.1.1 Provide attendance by authorized representatives of the CONTRACTOR and major subcontractors. (Major subcontractors pre-approved by the ARCHITECT)

3.3.1.2 The ARCHITECT will advise other interested parties, including the OWNER, ARCHITECT'S Consultants, Inspector, and Testing Lab and request their attendance. In all cases, the meetings shall be coordinated by the ARCHITECT to maximize meeting input and minimize the number of meetings required.

3.3.2 Minimum Agenda: Data will be distributed and discussed on at least the following items.

3.3.2.1 Organizational arrangement of CONTRACTOR'S forces and personnel, and those of subcontractors, materials, suppliers, and ARCHITECT.

3.3.2.2 Channels and procedures for communication

3.3.2.3 Construction schedule, including sequence of critical work.

3.3.2.4 Contract Documents, including distribution of required copies of original Documents and revisions.

3.3.2.5 Processing of Shop Drawings and other data submitted to the ARCHITECT for review.

3.3.2.6 Processing of Bulletins, field decisions, Work Orders, and Change Orders.

3.3.2.7 Rules and regulations governing performance of the work.

3.3.2.8 Procedures for safety and first aid, security, quality control, housekeeping, and related manners.

3.3.2.9 Format and procedures for submitting "Application and Certificate for Payment" and "Schedule of Values" forms.

3.4 PROJECT MEETINGS

3.4.1 Attendance:

3.4.1.1 The CONTRACTOR will assign the same person or persons to represent the CONTRACTOR at the mandatory project meetings throughout progress of the Work.

3.4.1.2 Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved, as pre-approved by the ARCHITECT.

3.4.2 Minimum Agenda:

3.4.2.1 Review, revise as necessary, and approve minutes of previous meetings.

3.4.2.2 Review progress of the Work since last meeting, including status of long-lead submitted material and equipment.

3.4.2.3 Identify problems that impede planned progress.

3.4.2.4 Develop corrective measures and procedures to regain planned schedule.

3.4.2.5 Complete other current business.

3.4.2.6 Revisions to minutes

3.4.2.7 Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting (meetings are scheduled every seven (7) days, they will be accepted as properly stating the activities and decisions of the meeting.

3.4.2.8 Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.

3.4.2.9 Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION

PART 1 - GENERAL

1.1 DEFINITIONS

- 1.1.1 Day: As used throughout the Contract, the word “day” means “calendar day” unless otherwise indicated.
- 1.1.2 Adverse weather that is normal for the area and the season shall be taken into account in the Construction Schedule.

1.2 QUALITY ASSURANCE

- 1.2.1 Reliance Upon Published Schedule.
 - 1.2.1.1 The published schedule, as accepted, shall be an integral part of the contract and will establish interim Contract completion dates for various activities.
 - 1.2.1.2 Should any activity fail to be completed within five (5) days after the stipulated schedule date, the owner shall reserve the right to order the contractor to submit a detailed recovery schedule showing all recovery dates and durations to fully recover the schedule.
 - 1.2.1.3 Should any activity fail to be completed within 10 days after the stipulated schedule date, the Owner shall have the right to order the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor, and as set forth in the General Conditions of the Contract.
 - 1.2.1.4 Should any activity fall behind schedule, the Owner shall have the right to perform the activity or have the activity performed by whatever method the Owner may deem appropriate, and as set forth in the General Conditions of the Contract.
 - 1.2.1.5 Cost incurred by the Owner in connection with expediting construction shall be deducted from the Contract amount.
 - 1.2.1.6 Failure by the Owner to exercise the option to either order the Contractor to expedite an activity or to expedite the activity by other means will not be considered a precedent for any other activities nor a waiver of the Owner’s rights to exercise his rights on subsequent occasions.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 Section Includes:

1.1.1.1 Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined, either by manufacturer's name and catalog number, by reference to recognized industry standards, or description of required attributes and performance.

1.1.1.2 To help ensure that the specified products are furnished and installed in accordance with design intent, submit design product and data in advance for review by the Architect. Review by the Architect and the design consultants in no way relieves the contractor, subcontractor, or supplier from providing the products or construction as described in the Contract Documents.

1.1.1.3 Make submittals required by the Contract Documents. Revise and resubmit as necessary to establish compliance with the specified requirements.

1.1.2 Related Work Described Elsewhere: Additional requirements for submittals are described in other Sections of these Specifications and the General Conditions.

1.2 QUALITY ASSURANCE

1.2.1 Coordination of Submittals: Prior to each submittal, review and coordinate each item being submitted and verify that each item and the submittal conform to the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, the contractor certifies that this coordination has been performed.

1.2.2 Certificates of Compliance

1.2.2.1 Certify that materials used in the Work comply with specified provisions thereof. Certification shall not be construed as relieving the Contractor from furnishing satisfactory materials if, after tests are performed on selected samples, the material is found not to meet specified requirements.

1.2.2.2 Show on each certification the name and location of the Work, name and address of Contractor, quantity and date or dates of shipment or delivery to which the certificate applies, and name of the manufacturing or fabricating company. Certification shall be in the form of letter or company-standard form containing required data. An officer of the manufacturing or fabricating company shall sign certificates.

1.2.2.3 In addition to the above information, laboratory test reports submitted shall show the date or dates of testing, the specified requirements of which testing was performed, and results of the test or tests.

1.3 SUBMITTALS

1.3.1 Contractor shall submit all shop drawings, samples, requests for substitutions, mix designs, and other items, in accordance with this Section within **thirty (30) calendar days after Award of the Contract.**

1.3.2 The required number of copies to submit for all shop drawings, manufactures literature, and samples shall be seven (7). Submittals will not be accepted by the Construction Manager if the correct number of copies is not received at the time of submission. Two (2) copies will be returned to the Prime Contractor. The Contractor shall make and distribute copies required for the Contractors purposes.

1.3.3 Provide required submittals for the following products to interface with other portions of the Work. Submit data to verify compliance only.

1.3.3.1 For products specified only by reference standard, select product meeting that standard, by manufacturer.

1.3.3.2 For products specified by naming several products or manufacturers, select one of the products or manufacturers named.

1.3.3.3 For products specified by naming one or more products or manufacturers and stating "or other approved", or "or approved equivalent", or other such wording on drawings or within specifications sections, submit a request for substitutions for product or manufacturer which is not specifically named, but only after submitting bid on specified products and systems.

PART 2 – PRODUCTS

2.1 SHOP DRAWINGS AND COORDINATION DRAWINGS:

2.1.1 Scale and Measurements: Make shop drawings to a scale sufficiently large to shown pertinent aspects of the item and its method of connection to the Work.

2.1.2 Reproduction of Reviewed Shop Drawings: Printing and distribution of reviewed shop drawings for the Architect's use will be by the Architect.

2.1.3 Review comments of the Architect will be shown on one bond copy when it is returned to the Contractor. The Contractor shall make and distribute copies required for his purposes.

2.2 MANUFACTURER'S LITERATURE

2.2.1 General: Where submitted literature from manufacturers includes data not pertinent to the submittal, indicate which portion of the contents is being submitted for review. Submittals not clearly marked will be returned without review.

2.3 SAMPLES

2.3.1 Accuracy of Samples: Precise article proposed to be furnished shall be identified with a submittal number.

- 2.3.2 Reuse of Samples: In situations accepted by the Architect, the Architect's retained sample may be used in the construction as one of the installed items.
- 2.3.3 Size of Samples: Samples shall be 6 inches by 6 inches, or manufactured width by 12 inches, unless otherwise required by the pertinent Specification section.

2.4 COLORS AND PATTERNS

Unless the precise color and pattern is specifically described in the Contract Documents, and whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts to the Architect for review and selection. Submit data to verify compliance only.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS:

- 3.1.1 General: Consecutively number submittals within the respective specification section. Accompany each submittal with transmittal cover letters attached to the end of this Section. Fill out each transmittal cover letter completely, number sequentially, include specification section, name of supplier or installer, and contact person and telephone number.
- 3.1.2 Internal Identification: On the first page of each copy of each submittal, and elsewhere as required for positive identification, indicate the submittal number.
- 3.1.3 Resubmittals: When material is resubmitted, transmit under a new letter of transmittal and with same submittal number plus a "alphabetic" suffix indicating it is a resubmittal, e.g. 033000.
- 3.1.4 Submittal Log: Maintain submittal log for the duration of the Contract. Show current status of submittals, with columns showing "approved", "approved as corrected", etc., to match Architect's categories. Make the submittal log available for the Architect's review upon request. Log shall be available and will be reviewed at each project meeting.

3.2 COORDINATION OF SUBMITTALS

- 3.2.1 The Contractor's Project Engineer shall be responsible to coordinate and review all submittals prior to forwarding to Architect. All submittals shall be stamped with Contractor's stamp, signed and dated, stating:
 - 3.2.1.1 Contractor has reviewed submittal for compliance with requirements of the Contract Documents.
 - 3.2.1.2 Contractor has reviewed submittal for proper interfacing with other trades.
- 3.2.2 General: Prior to making submittals, coordinate materials including, but not necessarily limited to:
 - 3.2.2.1 Determine and verify interface conditions, catalog numbers, and similar data.

3.2.2.2 Coordinate with other trades as required.

3.2.2.3 Clearly indicate deviations from requirements of the Contract Documents. Deviations which are not clearly called out as a deviation and which subsequently becomes a part of an approved submittal can under no circumstances be considered legitimate grounds for an additive change order.

3.2.3 Grouping of Submittals: Make submittals in groups containing associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying and the Contractor shall be strictly liable for occasioned delays.

3.2.4 Color selections for materials in the same space or same elevation shall be submitted at one time. "Piece meal" submission of the color samples or charts is unacceptable and will be returned awaiting a "complete" submission.

3.3 TIMING OF SUBMITTALS

3.3.1 General: Make submittals far enough in advance of dates scheduled for installation to provide time required for reviews, for possible revisions and resubmittals, for placing orders and securing delivery, and as otherwise required by Part 1.3 of this Section.

3.3.2 Architect's Review Time: In scheduling, allow at least seven (7) calendar days for review by the Architect following his receipt of the submittal or as otherwise may be required under each Specification section. Allow an additional 10 days for reviews involving Architect's consultants or as otherwise may be required under each Specification section.

3.3.3 Delays: Delays caused by tardy submission of submittals or resubmittals will not be an acceptable basis for extension of the Contract completion time.

3.4 ARCHITECT'S REVIEW

3.4.1 General: Corrections or comments made on Shop Drawings during his review shall not relieve the Contractor from compliance with requirements of the Drawings and Specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Contractor is responsible for confirming and correlating quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of other trades, and performing his work in a safe and satisfactory manner.

3.4.1.1 Authority to Proceed: The notations "Furnish as Submitted" or "Furnish as Corrected" authorize the Contractor to proceed with fabrication, purchase, or both or the items so noted, subject to the revisions, if any, required by the Architect's review comments.

3.4.1.2 Revisions: The notations "Revise and Resubmit" or "Submit Specified Item" means make revisions required by the Architect and resubmit. If the Contractor considers required revision to be a change, he shall so notify the Architect as provided for under "Changes" or "Changes in the Work" in the General Conditions. Show each drawing revision by

number, date, and subject in a revision block on the Drawing. Make only those revisions directed by or accepted by the Architect.

- 3.4.1.3 Rejection: The notation "Rejected" means the submission does not meet requirements of project contract documents. Make new submission meeting project contract documents.

END OF SECTION


Attachment: Contractor's SUBMITTAL TRANSMITTAL LETTER

SUBMITTAL TRANSMITTAL LETTER

DC Architects

Project Title: EIFS EXTERIOR WALL REPLACEMENT School District: JUDICIAL COUNCIL OF CALIFORNIA	Project Number: FM004616	Specification Section	Submittal No.:
Architect: DC Architects Address: 820 N. Mountain Avenue, Suite 200 Upland, CA 91786 Phone Number: 909-985-6939 Contact Name:	General Contractor: Address: Phone Number: Contact:		
Submittal Description:			
Resubmittal? <input type="checkbox"/> No <input type="checkbox"/> Yes Substitution? <input type="checkbox"/> No <input type="checkbox"/> Yes		Previous Submittal No.: _____ Specified Item: _____	

SUBMITTAL HISTORY

Date Received From Contractor:	Architect/Engineer's Shop Drawing Stamp																												
Consultant Review: <input type="checkbox"/> Civil <input type="checkbox"/> Electrical <input type="checkbox"/> Kitchen <input type="checkbox"/> Structural <input type="checkbox"/> Landscape <input type="checkbox"/> D.S.A. <input type="checkbox"/> Mechanical <input type="checkbox"/> Hardware	 <input type="checkbox"/> MAKE CORRECTIONS NOTED <input type="checkbox"/> NO EXCEPTION TAKEN <input type="checkbox"/> REJECTED <input type="checkbox"/> REVISE AND RESUBMIT <input type="checkbox"/> SUBMIT SPECIFIED ITEMS																												
Date Sent: _____ Date Due: _____ Date Received: _____	CORRECTIONS OR COMMENTS MADE ON THE SHOP DRAWINGS DURING THIS REVIEW DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. THIS CHECK IS ONLY FOR REVIEW OF GENERAL CONFORMANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR CONFORMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS; SELECTING FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION; COORDINATING HIS WORK WITH THAT OF ALL TRADES AND PERFORMING HIS WORK IN A SAFE AND SATISFACTORY MANNER. SIGNED _____ DATE _____																												
Distribution Date: _____ Number of Copies to: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:20%;">P.D.</th> <th style="width:20%;">S.D.</th> <th style="width:20%;">MISC.</th> </tr> </thead> <tbody> <tr> <td>Consultant</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Architect</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Owner</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Inspector</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Contractor</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Other</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>		P.D.	S.D.	MISC.	Consultant	_____	_____	_____	Architect	_____	_____	_____	Owner	_____	_____	_____	Inspector	_____	_____	_____	Contractor	_____	_____	_____	Other	_____	_____	_____	Remarks:
	P.D.	S.D.	MISC.																										
Consultant	_____	_____	_____																										
Architect	_____	_____	_____																										
Owner	_____	_____	_____																										
Inspector	_____	_____	_____																										
Contractor	_____	_____	_____																										
Other	_____	_____	_____																										

DC Architects
820 N. Mountain Ave., Ste. 200, Upland, CA 91786
Phone (909) 985-6939 / Fax (909) 985-0864

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

1.1.1 Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

1.2.1 This Section specifies administrative requirements for compliance with governing regulations, codes, and standards.

1.2.1.1 Requirements include obtaining permits, licenses, inspections, releases, and similar documentation, as well as payments, statements, and similar requirements associated with regulations, codes, and standards.

1.2.1.2 Refer to General Conditions for requirements for compliance with governing regulations.

1.3 DEFINITIONS

1.3.1 GENERAL

Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

1.3.2 INDICATED

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

1.3.3 DIRECTED

Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the ARCHITECT, and similar phrases. However, no implied meaning shall be interpreted to extend the ARCHITECT'S responsibility into the CONTRACTOR'S area of construction supervision.

1.3.4 APPROVED

The term "approved," where used in conjunction with the ARCHITECT'S action on the CONTRACTOR'S submittals, applications, and requests, is limited to the responsibilities and duties of the ARCHITECT stated in General Conditions. Such approval shall not release the CONTRACTOR from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

1.3.5 REGULATION

The term "Regulations" includes laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

- 1.3.6 FURNISH
The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- 1.3.7 INSTALL
The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- 1.3.8 PROVIDE
The term "provide" means "to furnish and install, complete and ready for the intended use."
- 1.3.9 INSTALLER
An "Installer" is an entity engaged by the CONTRACTOR either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- 1.3.9.1 The term "experienced," when used with the term "Installer" means having a minimum of five (5) previous projects similar in size and scope to this project, having familiarity with the precautions required, and having compliance with requirements of the authority having jurisdiction.
- 1.3.10 PROJECT SITE
"Project Site" is the space available to the CONTRACTOR for performance of the Work, either exclusively or in conjunction with others performing other construction as part of the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.
- 1.3.11 TESTING LABORATORIES
A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.
- 1.3.12 DAYS
Days shall mean calendar days in every case.

1.4 SPECIFICATION FORMAT AND CONTENT EXPLANATION

This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions. None of the explanations shall be interpreted to modify the substance of Contract Requirements.

- 1.4.1 SPECIFIED FORMAT
These Specifications are organized into Divisions, Sections, or Trade Headings based on Construction Specifications Institute's 16-Division format and the MASTER FORMAT numbering system. This organization conforms generally to recognized construction industry practice.

1.4.2 SPECIFIED CONTENT

This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

1.4.2.1 Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.

1.4.2.2 Imperative Language is used generally in the Specifications. Requirements expressed imperatively are to be performed by the CONTRACTOR. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the CONTRACTOR, or by others when so noted.

1.4.3 ASSIGNMENT OF SPECIALISTS

The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and the assignments are requirements over which the CONTRACTOR has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the CONTRACTOR.

1.4.3.1 This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

1.4.3.2 Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.5 DRAWING SYMBOLS

1.5.1 GRAPHIC SYMBOLS

Graphic Symbols used on Drawings are those recognized in the construction industry for purpose indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards," published by John Wiley & Sons, Inc., Seventh Edition.

1.5.2 MECHANICAL / ELECTRICAL DRAWINGS

Graphic Symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by American Society of Heating, Refrigerating, & Air-Conditioning Engineers (ASHRAE). Where appropriate, they are supplemented by more specific symbols recommended by technical associations including American Society Mechanical Engineers (ASME), American Society of Plumbing Engineers (ASPE), Institute of Electrical and Electronics Engineers (IEEE), and similar organizations. Refer instances of uncertainty to the ARCHITECT for clarification before proceeding.

1.6 INDUSTRY STANDARDS

1.6.1 APPLICABILITY OF STANDARDS

Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents by reference. Individual Sections indicate which codes and standards the CONTRACTOR must keep available at the Project site for reference.

1.6.1.1 Referenced standards take precedence over standards that are not referenced but recognized in the construction industry as applicable.

1.6.1.2 Unreferenced standards are not directly applicable to the Work, except as a general requirement of whether the Work complies with recognized construction industry standards.

1.6.1.3 Unreferenced standards. Except as otherwise limited by the Contract Documents, standards not referenced but recognized in the industry as applicable will be informed for performance of the Work. The ARCHITECT will decide whether a code or standard is applicable, or which of several are applicable.

1.6.2 PUBLICATION DATES

Where compliance with an industry standard is required, comply with the standard in effect as of date of Contract Documents.

1.6.2.1 Updated standards. At the request of the ARCHITECT, CONTRACTOR or authority having jurisdiction, submit a Change Order proposal where an applicable code or standard has been revised and issued after the date of the Contract Documents and before performance of Work affected. The ARCHITECT will decide whether he will issue a Change Order to proceed with the updated standard.

1.6.3 CONFLICTING REQUIREMENTS

Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the ARCHITECT for a decision before proceeding.

1.6.3.1 Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the ARCHITECT for Decision before proceeding.

1.6.4 COPIES OF STANDARDS

Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.

1.6.4.1 Where copies of standards are needed for performance of a required construction activity, the CONTRACTOR shall obtain copies directly from the publication source.

1.6.4.2 Although copies of standards needed for enforcement of requirements may be part of required submittals, the ARCHITECT reserves the right to require the CONTRACTOR to submit additional copies as necessary for enforcement of requirements.

1.6.5 ABBREVIATIONS AND NAMES

Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the Specifications or other Contract Documents they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

1.7 GOVERNING REGULATIONS / AUTHORITIES

The ARCHITECT has contacted authorities having jurisdiction where necessary to obtain information necessary for the preparation of Contract Documents; that information may or may not be of significance to the CONTRACTOR. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.

1.8 SUBMITTALS

1.8.1 PERMITS, LICENSES, AND CERTIFICATES

For the DISTRICT records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- 1.1.1 Throughout the Contract Documents, reference is made to codes and standards, which establish qualities and types of workmanship and materials as well as methods for testing and reporting on the pertinent characteristics.
- 1.1.2 Provide materials and workmanship that meet or exceed the specifically named code or standard.
- 1.1.3 Deliver to the ARCHITECT required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested by the ARCHITECT and will generally be required to be copies of a certified report of tests conducted by a testing agency acceptable for that purpose to the ARCHITECT.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- 1.2.1 Specific naming of codes or standards occurs on the Drawings and in other Sections of these Specifications. Comply with laws, ordinances, and regulations of authorities having jurisdiction. Proof of compliance with laws, ordinances, and regulations shall be by the signed approval of the respective authorities having jurisdiction. Costs relative thereto shall be borne by the CONTRACTOR.

1.3 QUALITY ASSURANCE

- 1.3.1 Familiarity with Pertinent Codes and Standards: Verify the requirements of the specifically named codes and standards as well as requirements mandated by law, ordinance, and authority. Verify that the items procured and installed in this Work meet or exceed the specified requirements.
- 1.3.2 Rejection of Noncomplying Items: The ARCHITECT reserves the right to reject items incorporated into the Work, which fail to meet such minimum requirements.

1.4 APPLICABLE CODES

- 1.4.1 Work of the project shall conform to the following Codes, copies of which shall be maintained at the job site by the CONTRACTOR throughout the duration of the work:
 - 1.4.1.1 2013 California Building Standards Administrative Code (Part1, Title 24, CCR)
 - 1.4.1.2 2013 California Building Code (Part 2, Title 24, CCR)
(2012 Edition International Building Code of the International Code Council with California Amendments)
 - 1.4.1.3 2013 California Electrical Code (Part 3, Title 24, CCR)
(2012 Edition National Electrical Code of the National Fire Protection Association, NFPA)
 - 1.4.1.4 2013 California Mechanical Code (Part 4, Title 24 CCR)
(2012 Edition Uniform Mechanical Code of the International Association of Plumbing and Mechanical Officials, IAPMO)

- 1.4.1.5 2013 California Plumbing Code (Part 5, Title 24, CCR)
(2012 Edition Uniform Plumbing Code of the International Association of
Plumbing and Mechanical Officials, IAPMO)
- 1.4.1.6 2013 California Energy Code (Part 6, Title 24, CCR)
- 1.4.1.7 2013 California Elevator Safety Construction Code (Part 7, Title 24, CCR)
- 1.4.1.8 2013 California Historical Building Code (Part 8, Title 24, CCR)
- 1.4.1.9 2013 California Fire Code (Part 9, Title 24, CCR)
(2012 International Fire Code of the International Code Council)
- 1.4.1.10 2013 California Existing Building Code (Part 10, Title 24, CCR)
(2012 International Existing Building Code of the International Code Council,
with Amendments)
- 1.4.1.11 2013 California Green Building Standards Code (CALGreen Code) (Part 11
Title 24, CCR)
- 1.4.1.12 2013 California Referenced Standards Code (Part 12, Title 24 CCR)
Title 19 C.C.R., Public Safety, State Fire Marshal Regulations.
- 1.4.1.13 2007 ASME A 17.1 (w/A 17.1a/CSA B44a-08 addenda) Safety Code For
Elevators & Escalators
- 1.4.1.14 NFPA 13, 2013 Edition, Automatic Sprinkler Systems, California Amended
- 1.4.1.15 NFPA 14, 2013 Edition, Standpipe Systems (California Amended)
- 1.4.1.16 NFPA 17, 2013 Edition, Dry Chemical Extinguishing Systems
- 1.4.1.17 NFPA 17a, 2013 Edition, Wet Chemical Extinguishing Systems
- 1.4.1.18 NFPA 20, 2013 Edition, Stationary Pumps
- 1.4.1.19 NFPA 22, 2013 Edition, Water Tanks for Private Fire Protection
- 1.4.1.20 NFPA 24, 2013 Edition, Private Fire Service Mains (California Amended)
- 1.4.1.21 NFPA 72, 2013 Edition, National Fire Alarm Code (California Amended) (Note:
See UL Standard 1971 for “Visual Devices”)
- 1.4.1.22 NFPA 80, 2013 Edition, Fire Door and Other Opening Protectives
- 1.4.1.23 NFPA 92, 2012 Edition, Standard for Smoke Control Systems
- 1.4.1.24 NFPA 253, 2006 Edition, Critical Radiant Flux of Floor Covering Systems
- 1.4.1.25 NFPA 2001, 2012 Edition, Clean Agent Fire Extinguishing Systems
- 1.4.1.26 ICC 300, 2012 Edition, ICC Standards on Bleachers, Folding and Telescoping
Seating and Grand Stands
- 1.4.1.27 UL 300, 2005 Edition, Fire Testing of Fire Extinguishing Systems for
Protection of Restaurant Cooking Areas

1.4.1.28 UL 464, 2003 Edition, Audible Signal Appliances

1.4.1.29 UL 521, 1999 Edition, Heat Detectors for Fire Protective Signaling systems

Reference code section for NFPA Standards- 2013 CBC (SFM) Chapter 35.
See Chapter 35 for State of California amendments to NFPA Standards.

1.5 REFERENCE STANDARDS

- 1.5.1 Standards referenced in the Specifications are usually referred to by the abbreviation of the organization's name and the designation of the document (e.g., ASTM A 36). Documents in common use may be referred to by their own designation (e.g., the National Electrical Code is published by the National Fire Protection Association as NFPA-70, but is referred to as NEC and is part of a series of documents or standards referred to as the National Fire Code). References are to the latest issue of the publication available on the date stipulated for the receipt of bids.

STANDARDS ORGANIZATIONS

AA	Aluminum Association
AAMA	American Architectural Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association, Inc.
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
ARI	Air Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Material
AWPA	American Wood Preservers' Association
AWPB	American Wood Preservers' Bureau
AWS	American Welding Society

AWWA	American Water Works Association
BHMA	Builders' Hardware Manufacturers Association
CDA	Copper Development Association
CCR	California Code of Regulations
CGA	Compressed Gas Association
CISPI	Cast Iron Soil Pipe Institute
CPSC	Consumer Product Safety Commission
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard of U.S. Dept. of Commerce
CTI	Ceramic Tile Institute
CSMA	Chemical Specialties Manufacturing Association
EPA	Environmental Protection Agency
FGMA	Flat Glass Marketing Council
FM	Factory Mutual System
FS	Federal Specification
GA	Gypsum Association
HI	Hydraulic Institute, Hydraulics Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
MIL	Military Specifications
ML/SFA	Metal Lath/Steel Framing Association
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
NAAMM	National Association of Architectural Metal Manufactures
NBS	National Bureau of Standards
NEBB	National Environmental Balancing Bureau

NEC	National Electric Code (NFPA)
NEMA	National Electric Manufacturers Association
N FLUID PA	National Fluid Power Association
NFPA	National Fire Protection Association
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation
NWWDA	National Wood Window and Door Association
PS	Product Standard (of NBS)
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SDI	Steel Deck Institute
SJI	Steel Joist Institute
SSPC	Steel Structures Painting Council
TCA	Tile Council of America
LA COUNTY	LA County Building Code 2014
CBC	California Building Code, 2013
CBC	California Building Standards Administrative Code (Part 1, Title 24, CCR). 2013 California Building Code, Volumes 1, 2, and 3 (Part 2, Title 24, CCR). (2012 Edition International Building Code with 2013 California Amendments).
UL	Underwriters' Laboratories
WIC	Woodwork Institute of California
WLPDIA	Western Lath Plaster Drywall Industries Association
CMC	California Mechanical Code – See IAPMO
CPC	California Plumbing Code – See IAPMO
TITLE	Title 24, C.C.R., Parts 1 and 2

PART 2 - PRODUCTS
(Not Applicable)

PART - 3 EXECUTION
(Not Applicable)

END OF SECTION

PART - GENERAL

1.1 SUMMARY

- 1.1.1 Section Includes: Cooperate with the Owner's selected testing agency, the Owner's assigned Inspector, and others responsible for testing and inspecting the Work, and assist the Owner by coordinating such testing and inspecting services as specified in the Section and/or elsewhere in the Contract Documents.
- 1.1.2 Related Work Specified Elsewhere:
 - 1.1.2.1 Requirements for testing may be required in other Sections of these Specifications.
 - 1.1.2.2 Where no testing requirements are specified or required by reference standards or authorities having jurisdiction, the Owner may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described herein.
- 1.1.3 Work Not Included:
 - 1.1.3.1 The Owner will select a pre-qualified independent testing laboratory and Inspector as approved by Owner.
 - 1.1.3.2 The Owner will pay for initial services of the testing laboratory as further described hereinafter.

1.2 QUALITY ASSURANCE

- 1.2.1 The Owner will select an independent testing laboratory to conduct the test. Selection of the material required to be tested shall be by the laboratory or the Owner's representative and not by the Contractor.
- 1.2.2 Qualifications of Testing Laboratory: The testing laboratory, approved by OWNER, shall be qualified to the Owner's acceptance in accordance with ASTM E 329. The testing laboratory shall be qualified by local City/County Regulations.
- 1.2.3 Codes and Standards: Testing, when required, will be in accordance with pertinent codes and regulations and with selected standards of the American Society for Testing and Materials and other organizations or agencies which publish recognized codes, standards, or test. Refer to Article 3.4 – Required Testing of this Section.

1.3 TEST REPORT DISTRIBUTION

- 1.3.1 Promptly process and distribute required copies of test reports and related instructions to ensure necessary retesting and/or replacement of materials with the least possible delay in progress of the Work.
- 1.3.2 One copy of test reports shall be forwarded **to the OWNER/ARCHITECT from all testing agency**. Such reports shall include test made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements City/County Ordinances and with the approved

specifications. Test reports shall show the specified design strength. They shall also state definitely whether or not the material or materials tested comply with requirements.

- 1.3.3 Each testing agency shall submit a verified report in covering tests which are required to be made by that agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, including tests up to that time, and at the completion of the project.

1.4 PAYMENT OF TESTING SERVICES

- 1.4.1 Initial Services: The Owner will pay for initial testing and inspection except as specifically modified herein-after or as specified otherwise in technical sections, provided the results of inspection indicate compliance with the Contract Documents.
- 1.4.2 Retesting: When initial tests or inspection indicate noncompliance with the Contract Documents, subsequent retesting or reinspection occasioned by the noncompliance shall be performed by the same testing laboratory or Inspector and the costs thereof will be deducted by the Owner from the Contract Sum. Retesting and reinspection will continue until test or inspection results indicate compliance.
- 1.4.3 Code Compliance Testing: Inspections and tests required by codes or ordinances, or by authorities having jurisdiction and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Owner, but backcharged to the Contractor in case of retesting due to noncompliance.
- 1.4.4 Specified Inspections and Tests: Tests and inspections specified in the Specifications, directly or by reference, shall be coordinated by the Contractor at his expense and paid for by the Owner. Corrections of noncompliance and test failures shall be paid for by the Owner, but shall be backcharged to the Contractor. Reinspection and retesting shall be in accordance with paragraph 1.4.2.
- 1.4.5 Contractor's Convenience Testing: Inspecting or testing performed exclusively for Contractor's convenience shall be the sole responsibility of and at the expense of the Contractor.

1.5 INSPECTION BY THE OWNER

- 1.5.1 The Owner and his representatives will have access, for the purpose of inspection, to parts of the work and to the shops wherein the work is in preparation, and the Contractor shall maintain proper facilities and provide safe access for such inspection.
- 1.5.2 The Owner shall have the right to reject materials and workmanship which are defective, and to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct rejected work and charge the expense to the Contractor.
- 1.5.3 Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish necessary facilities, labor and material. If such work is found to be defective in respect due to fault of the Contractor or his subcontractor, he shall defray expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet

the requirements of the contract, the additional cost of labor and material necessarily involved in the examination and replacement will be allowed the Contractor.

1.6 OWNER'S INSPECTOR

1.6.1 An inspector employed by the Owner, approved by OWNER will be assigned to the work. His duties are specifically defined herein:

Duties of the Inspector.

(A) General: The inspector shall act under the direction of the Architect or registered Engineer.

(B) Duties: The general duties of the Inspector in fulfilling his or her responsibilities are as follows:

- (1) Continuous Inspection Requirement: He or she must have actual personal knowledge, obtained by his personal and continuous inspection of the work of construction in stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the Inspector. Other types of work which can be completely inspected after the work is installed may be carried on while the Inspector is not present. In any case, the Inspector must personally inspect every part of the work. In no case shall the Inspector have or assume duties, which will prevent him or her from giving continuous inspection.

The project Inspector may obtain personal knowledge of the work of construction, either on-site or off-site, performed under the inspection of a special Inspector or Assistant Inspector from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards and the exercise of reasonable diligence to obtain the facts shall be required.

- (2) Relations With Architect or Engineer: The Inspector shall work under the general direction of the Architect or registered Engineer and inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or registered Engineer for his interpretation and instructions. In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done, which is not in conformity with the approved plans, specifications, and change orders.
- (3) Job File: The Inspector shall keep a file of approved plans and specifications (including approved addenda or change orders) on the job, and shall immediately return unapproved documents to the Architect for proper action. The Inspector, as a condition of his employment, shall have and maintain on the job, codes and documents referred to in the plans and specifications.

(4) Inspector's Semimonthly Reports: The Inspector shall keep the Architect or registered Engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing.

(5) Notifications to the Owner and Architect:

The Inspectors shall notify local City/County Regulations in accordance to the procedures and requirements;

(a) When work is started on the project.

(b) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.

(c) At least 48 hours in advance of the first pour of concrete.

(d) When work is suspended for a period of more than two weeks.

(6) Construction Procedure Records: The Inspector shall keep a record of certain phases of construction procedure including, but not limited to the following:

(a) Concrete Pouring Operations: The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.

(b) Welding Operations: The record shall include identification marks of welders, list of defective welds, manner of correction of defects.

(c) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All such records of construction procedure shall be kept on the job until the completion of the work. These records shall be made a part of the permanent Project records.

(7) Deviations: The Inspector shall notify the Contractor, in writing, of deviations from the approved plans and specifications which are not immediately corrected by the Contractor when brought to his or her attention. Copies of such notice shall be forwarded immediately to the Architect or registered Engineer.

Failure on the part of the Inspector to notify the Contractor of deviations from the approved plans and specifications shall in no way relieve the Contractor of responsibility to complete the work covered by his or her contract in accordance with the approved plans and specifications and laws and regulations.

(8) Verified Report: The project and special Inspectors shall each make and submit to local City/County Regulations verified reports. The Inspector shall prepare and deliver to local City/County Regulations detailed statements of fact regarding materials, operations, etc., when requested.

- (a) Violations: Failure, refusal, or neglect on the part of the Inspector to notify the Contractor of work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, such violation to the Architect or registered Engineer, to the Owners Board, and to local City/County Regulations shall constitute a violation of the act and shall be cause for local City/County Regulations to take action.

1.6.2 The work of construction in stages of progress shall be subject to the personal continuous observation of the Inspector as continuous observation. He shall have free access to all parts of the work at any time. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from obligation to fulfill this Contract.

1.7 OWNER'S OTHER PERSONNEL

1.7.1 From time to time, other personnel in the employ of the Owner may inspect the Work when the Work is in progress but shall have no authority to direct the Contractor or request changes in the Work except as may be provided elsewhere in the Contract Documents.

1.8 REPRESENTATIVE OF LOCAL CITY/COUNTY REGULATIONS

1.8.1 Architect shall have access to the site.

1.8.2 Field Engineers and Inspectors from City or County Structural Safety Section, Fire & Life Safety Review and Access Compliance shall have access to the site.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY AND INSPECTORS

3.1.1 Inspectors and representatives of the testing laboratory shall have access to the work. Provide facilities for such access in order that the testing, inspection, and the obtaining of samples may be done properly.

3.1.2 Contractor shall deliver material specimens to the Owner's testing lab, which must by terms of the Contract be tested prior to inclusion in the Project, at least 45 days prior to scheduled delivery to the job site.

3.1.3 Material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated in the job.

3.2 TAKING SPECIMENS

3.2.1 Field specimens and samples for testing, unless otherwise provided in these Contract Documents, shall be selected and taken by the Testing Laboratory or Inspector and not the Contractor. Sampling equipment and personnel will be provided by the testing laboratory. Deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory. Soil samples for approval of import fill shall be delivered to the Testing Laboratory by the Contractor, as directed by the Testing Laboratory.

3.3 SCHEDULES FOR TESTING

3.3.1 Establishing Schedule:

3.3.1.1 By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its reports

3.3.1.2 Provide required time within the construction schedule.

3.3.2 Revising Schedule: When changes of construction schedule are necessary during construction, coordinate such changes of schedule with the testing laboratory as required.

3.3.3 Adherence to Schedule: When the testing laboratory is ready to test according to the determined schedules, but is prevented from testing or taking specimens due to incompleteness of the work, extra charges for testing attributable to the delay may be back-charged to the Contractor and will be deducted by the Owner from the Contract Sum.

3.4 REQUIRED TESTING

Tests and inspections for the following items will be required in accordance with referenced Sections/Chapters of Local City or County Building Codes and as outlined below:

NONE

END OF SECTION

PART 1 - GENERAL

- 1.1 SECTION INCLUDES: Furnishing and installing required temporary facilities as indicated or specified as required for proper performance of the Contract. Locate temporary facilities where directed by the ARCHITECT and maintain in a safe and sanitary condition at all times until completion of the Contract.
- 1.1.1 Related Documents: The Conditions of the Contract and the other sections of Division 1 apply to this section as fully as if repeated herein.
- 1.2 REGULATORY REQUIREMENTS:
- 1.2.1 Comply with governing regulations and utility company regulations and recommendations.
- 1.2.2 Comply with pollution and environmental protection regulations for use of water and energy, for discharge of wastes and storm drainage from Project Sites, and for control of dust, air pollution, and noise.
- 1.2.3 Temporary construction shall conform to requirements of State, County, and local authorities and underwriters which pertain to operation, health, safety, and fire hazard. CONTRACTOR shall furnish and install items necessary for conformance with such requirements, whether or not called for under the separate division of these specifications.
- 1.2.4 Comply with Federal Storm Water Mitigation requirements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- 3.1 TEMPORARY HEATING AND VENTILATING:
- 3.1.1 The CONTRACTOR shall provide adequate forced ventilation of enclosed areas for curing of their installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases from his operation.
- 3.1.2 The CONTRACTOR shall provide and pay for venting and cooling for their labor throughout the Project to ensure adequate levels to permit personnel to properly perform their construction activities and to ensure a safe working condition.
- 3.1.3 The CONTRACTOR shall maintain required room temperature needed per manufacturer recommendation for their construction material installation.
- 3.2 CONSTRUCTION EQUIPMENT:
- 3.2.1 The CONTRACTOR shall, at his own cost, provide necessary equipment as required and, upon completion of the Work, remove such temporary equipment.
- 3.2.2 CONTRACTOR shall erect, equip, and maintain construction equipment in strict accordance with applicable statutes, laws ordinances, rules, and regulations of authority having jurisdiction.

3.2.3 CONTRACTOR shall provide, maintain, and remove, upon completion of the Work, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ramps, stairs, runways, platforms, ladders, railings, and other temporary construction as required for all Work thereunder.

3.3 STORAGE:

3.3.1 Operations of the CONTRACTOR, including storage of materials, shall be confined to areas approved. CONTRACTOR shall be liable for damage caused by him during such use of property of the OWNER or other parties. CONTRACTOR shall save the OWNER and the ARCHITECT and his employees free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises of third persons. Storage facilities shall provide protection of products from excessive cold, heat, moisture, humidity, or physical abuse as specified in the respective sections for the products stored.

3.4 STORM PROTECTION:

3.4.1 Should warnings or presence of heavy rain or high winds be noted, the CONTRACTOR shall take every practical precaution to eliminate or prevent danger to the Work and to adjacent property. These precautions shall include closing all openings to make them weather tight, removing loose materials, tools, or equipment from exposed locations, and removing or securing scaffolding.

3.4.2 The CONTRACTOR shall implement all required Storm Water Mitigation measures associated with their operations.

3.5 MAINTENANCE AND REMOVAL

3.5.1 Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work, and as directed by the ARCHITECT.

3.5.2 Remove temporary facilities and controls, such as temporary office facilities barricades, storage sheds, utilities, and other construction of a temporary nature as rapidly as the progress of the Work will permit, and as directed by the ARCHITECT, and recondition and restore portions of the site occupied to original condition to be acceptable to OWNER and ARCHITECT.

END OF SECTION

PART 1 – GENERAL

1.1 SUMMARY

1.1.1 Section Includes: General requirements for delivery, storage, and handling of materials and equipment applicable to the product sections of this specification and necessary for the construction of the Project.

1.1.2 Related Sections:

1.1.2.1 Section 012513 – Product Substitution Procedures.

1.2 GENERAL

1.2.1 Material and Equipment incorporated into the Work:

1.2.1.1 Conform to applicable specification and standards.

1.2.1.2 Comply with size, make, type, and quality specified.

1.2.2 Manufactured and Fabricated Products:

1.2.2.1 Design, fabricate, and assemble in accordance with the best engineering and shop practices.

1.2.2.2 Manufacture like parts of duplicate units to standard sizes and gauges for interchangeability.

1.2.2.3 Two or more items of the same kind shall be identical, by the same manufacturer.

1.2.3 Reused Materials: Where the contract documents indicate that existing materials may be reused, such materials must be of like-new sound condition when reincorporated in the work.

1.2.3.1 Metals must be free of rust, corrosion, and dents, and must be restored to a like-new finish by cleaning, polishing, or refinishing, whichever is appropriate.

1.2.3.2 Materials to be reused shall be approved for reuse by the Inspector.

1.2.4 Supplementary materials not specifically described in each Section, but required for a complete and proper installation of the Work, shall be new, first quality of their respective kinds, and subject to review and acceptance by the Owner.

1.3 DELIVERY

1.3.1 Arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation. Notify the Inspector of Record, in writing, when items are delivered to the site, so he may inspect and verify quality and quantities delivered are as intended.

1.3.2 Coordinate deliveries to avoid conflict with work and conditions at site, taking into consideration:

- 1.3.2.1 Work of the Contractors, or Owner.
 - 1.3.2.2 Limitations of storage space.
 - 1.3.2.3 Availability of equipment and personnel for handling products.
 - 1.3.2.4 Owner's use of premises.
 - 1.3.3 Deliver products in undamaged condition in original containers or packaging and with identifying labels intact and legible.
 - 1.3.4 Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment to permit easy accumulation of parts and to facilitate assembly.
 - 1.3.5 Immediately on delivery, inspect shipment to ensure:
 - 1.3.5.1 Product complies with requirements of Contract Documents and reviewed submittals.
 - 1.3.5.2 Quantities are correct.
 - 1.3.5.3 Containers and packages are intact and labels are legible.
 - 1.3.5.4 Products are undamaged and properly protected.
 - 1.3.6 The Owner reserves the right to observe delivered materials, to review the accompanying bills of lading, and to reject the following:
 - 1.3.6.1 Materials not identifiable as accepted products of the accepted manufacturer.
 - 1.3.6.2 Materials exhibiting shelf-lives in excess of those stipulated by the manufacturer.
 - 1.3.6.3 Materials not bearing the appropriate label of Underwriters Laboratories (UL), where applicable.
 - 1.3.6.4 Materials in opened or excessively damaged containers.
 - 1.3.6.5 Materials exhibiting evidence of moisture, organic matter, or other adulterants.
 - 1.3.7 In the event of damage or rejection by the Owner for stipulated cause, immediately make repairs and replacements necessary to the acceptance of the Architect at no additional cost to the Owner.
- 1.4 STORAGE
- 1.4.1 Payment will not be made by the Owner for materials stored off-site, until such time as the materials are incorporated into the Work
 - 1.4.2 Store products immediately on delivery, store in accordance with manufacturer's instructions and protect until installed in the Work.

- 1.4.3 Store products subject to damage by elements in weather tight enclosures.
 - 1.4.3.1 Maintain temperatures within limits recommended by manufacturer's instructions.
 - 1.4.3.2 Provide humidity control for sensitive products, as required by the manufacturer.
 - 1.4.3.3 Store unpacked products in a manner accessible for inspection.
- 1.4.4 Exterior Storage:
 - 1.4.4.1 Provide substantial platforms, blocking, or skids to support fabricated products above ground and prevent soiling or staining.
 - 1.4.4.1.1 Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
 - 1.4.4.2 Store loose granular materials on solid paved surfaces or provide plywood platforms to prevent mixing with foreign matter.
 - 1.4.4.2.1 Provide surface drainage to prevent flow or ponding of rainwater.
 - 1.4.4.2.2 Prevent mixing of refuse or chemically injurious materials or liquids.
- 1.5 MAINTENANCE OF STORAGE
 - 1.5.1 Maintain periodic system of inspection of stored products on scheduled basis to assure that:
 - 1.5.1.1 State of storage facilities is adequate to provide required conditions.
 - 1.5.1.2 Required environmental conditions are maintained on a continuing basis.
 - 1.5.1.3 Surfaces of products exposed to elements are not adversely affected.
 - 1.5.2 Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.
- 1.6 PROTECTION AFTER INSTALLATION
 - 1.6.1 Provide protection of installed products to prevent damage from subsequent operations. Remove protection materials when no longer needed, prior to completion of work.
 - 1.6.2 Control traffic to prevent damage to equipment and surfaces.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION
(Not Applicable)

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work. Each THE CONTRACTOR shall do all cutting, fitting, or patching of Work as required to make its several parts come together properly and fit to receive or be received by work of other THE CONTRACTORS shown upon, or reasonably implied by, the Drawings and Specifications for the completed structure as ARCHITECT may direct. In addition, THE CONTRACTOR shall do the following:

1.1.1.1 Uncover work to provide for installing, inspecting, or both, of ill-timed work;

1.1.1.2 Remove and replace work not conforming to requirements of the Contract Documents; and

1.1.1.3 Remove and replace defective work.

1.1.2 All costs caused by defective or ill-timed work shall be borne by THE CONTRACTOR.

1.1.3 THE CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other THE CONTRACTOR except with consent of ARCHITECT.

1.1.4 Related work:

1.1.4.1 Documents affecting work of this Section include, but are not necessarily limited to, the Conditions of the Contract and Sections in Division 1 of these Specifications.

1.1.4.2 In addition to other requirements specified, upon the ARCHITECT'S request, uncover work to provide for inspection by the ARCHITECT of the covered work and remove samples of installed materials for testing.

1.2 QUALITY ASSURANCE

1.2.1 Use adequate numbers of skilled personnel who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS

1.3.1 Request for ARCHITECT's consent:

1.3.1.1 Prior to cutting which effects structural safety, submit written request to the ARCHITECT for permission to proceed with cutting.

1.3.1.2 Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the ARCHITECT and secure written permission.

PART 2 - PRODUCTS

2.1 MATERIALS

- 2.1.1 For replacement of items removed, use materials complying with pertinent Section of these Specifications.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

3.1.1 Inspection:

- 3.1.1.1 Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and backfilling.

- 3.1.1.2 After uncovering the work, inspect conditions affecting installation of the new work.

3.1.2 Discrepancies:

- 3.1.2.1 If uncovered conditions are not as anticipated, immediately notify the ARCHITECT, and secure needed directions.

- 3.1.2.2 Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION PRIOR TO CUTTING

- 3.2.1 Provide required protection including, but not necessary limited to, shoring, bracing, and support to maintain structural integrity of the Work.

- 3.2.2 Locate all utilities prior to cutting and/or excavation.

3.3 PERFORMANCE

- 3.3.1 Perform required excavating and backfilling as required under other pertinent Sections of these Specifications.

- 3.3.1.1 Perform cutting and demolition by methods that will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.

- 3.3.1.2 Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- 1.1.1 Section includes: Cleaning throughout the construction period and final project cleaning prior to the acceptance tour.
- 1.1.2 Related Work Described Elsewhere: In addition to standards specified herein, comply with requirements for cleaning as described in other sections of these Specifications.

1.2 QUALITY ASSURANCE

- 1.2.1 Inspection: Conduct daily inspection and more often if necessary, to verify that requirements of cleanliness are being met.
- 1.2.2 Codes and Standards: In addition to the requirements specified herein, comply with pertinent requirements of authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- 2.1.1 Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- 2.2.1 Use cleaning materials and equipment that are compatible with the surfaces being cleaned, as recommended by the manufacturer of the material to be cleaned.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

3.1.1 General:

- 3.1.1.1 Retain stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- 3.1.1.2 Do not allow the accumulation of scrap, debris, waste materials, and other items not required for construction of this work. Debris shall be removed from the site and disposed of in a lawful manner. Disposal receipts of dump tickets shall be furnished to Architect upon request.
- 3.1.1.3 At least twice each Weekh, and more often if necessary, remove scrap, debris, and waste material from the job site.
- 3.1.1.4 Provide adequate storage for items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

3.1.2 Site:

3.1.2.1 Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove items to the place designated for their storage. Combustible waste shall be removed from the site. Flammable waste shall be kept in sealed metal containers until removed from the site.

3.1.2.2 Weekly, and more often if necessary, inspect arrangements of materials stored on the site; restack, tidy or otherwise service arrangements to meet the requirements specified above.

3.1.2.3 Maintain the site in a neat and orderly condition.

3.1.3 Structures:

3.1.3.1 Daily, and more often if necessary, inspect the structures and pick up scrap, debris, and waste material. Remove items to the place designated for their storage.

3.1.3.2 Daily, and more often if necessary, sweep interior spaces clean.

3.1.3.2.1 "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other materials capable of being removed by use of reasonable effort and a handheld broom, i.e., "broom-clean".

3.1.3.3 As required preparatory to installation of succeeding materials, clean the structures of pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the required cleanliness.

3.1.3.4 Following the installation of finish materials, clean the finish material daily, and more often if necessary, and while work is being performed in the space in which finish materials have been installed.

3.1.3.4.1 "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finish material, i.e., "vacuum- clean", "hand cleaned".

3.2 FINAL CLEANING

3.2.1 Definition: Except as otherwise specifically provided, "clean", for the purpose of the Article, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials, i.e., "scrub and polish clean".

3.2.2 General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste and conduct final progress cleaning as described above.

- 3.2.3 Site: Unless otherwise specifically directed by the Architect, water and broom clean paved areas on the site and public paved areas directly adjacent to the site. Remove resultant debris.
- 3.2.4 Structures:
- 3.2.4.1 Exterior: In areas affected by the work under this contract, visually inspect exterior surfaces and remove traces of soil, waste material, smudges, and other foreign matter. Remove traces of splashed material from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure.
- In the event of stubborn stains not removable with water, the Architect may require light sandblasting or other cleaning at no additional cost to the District.
- 3.2.4.2 Interior: In areas affected by the work under this contract, visually inspect interior surfaces and remove traces of soil, waste material, smudges, and other foreign matter. Remove traces of splashed materials from adjacent surfaces. Remove paint drippings, spots, stains, and dirt from finished surfaces. Use only the cleaning materials and equipment instructed by the manufacturer of the surface material.
- 3.2.4.3 Glass: Clean glass inside and outside.
- 3.2.4.4 Polished surfaces: On surfaces requiring the routine application or buffed polish, apply the polish recommended by the manufacturer of the material being polished. Glossy surfaces shall be cleaned and shined as intended by the manufacturer.
- 3.2.5 Timing: Schedule final cleaning as accepted by the Architect to enable the District to accept a completely clean project.
- 3.3 CLEANING DURING OWNER'S OCCUPANCY
- 3.3.1 Should the Owner occupy the work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be determined by the Architect in accordance with the General Conditions of the Contract.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- 1.1.1 Starting systems.
- 1.1.2 Demonstration and instructions.
- 1.1.3 Testing, adjusting, and balancing.

1.2 STARTING SYSTEMS

- 1.2.1 Coordinate schedule for start-up of various equipment and systems.
- 1.2.2 Notify OWNER approved Inspector and ARCHITECT prior to start-up of each item.
- 1.2.3 Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
- 1.2.4 Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- 1.2.5 Verify wiring and support components for equipment are complete and tested.
- 1.2.6 Execute start-up under supervision of responsible manufacturer's representative and/or CONTRACTOR'S personnel in accordance with manufacturer's instructions.
- 1.2.7 When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check equipment or system installation prior to start-up, and to supervise placing equipment or system operation.
- 1.2.8 Submit a written report to the ARCHITECT that equipment or system has been properly installed and is functioning correctly.
- 1.2.9 Notify and assist ARCHITECT and INSPECTOR for coordination of all utility hook-ups prior to hook-up.

1.3 DEMONSTRATION AND INSTRUCTIONS

- 1.3.1 Demonstrate operation and maintenance of Products to OWNER'S personnel within seven (7) calendar days of Substantial Completion, prior to occupancy.
- 1.3.2 Demonstrate Project equipment by a qualified manufacturer's representative who is knowledgeable about the Project.
- 1.3.3 For equipment or systems requiring seasonal operation, perform demonstration for other seasons within six (6) months.

- 1.3.4 Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with OWNER'S personnel in detail to explain all aspects of operation and maintenance.
- 1.3.5 Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times at equipment location.
- 1.3.6 Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- 1.3.7 The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- 1.1.1 Close-out procedures
- 1.1.2 Final cleaning
- 1.1.3 Adjusting
- 1.1.4 Project record documents
- 1.1.5 Operation and maintenance data
- 1.1.6 Warranties
- 1.1.7 Spare parts and maintenance materials
- 1.1.8 Instructions to Personnel

1.2 CLOSE-OUT PROCEDURES

All close-out data to be submitted no later than 10 days after completion of construction schedule.

1.2.1 Partial Occupancy and substantial Completion - Each Contractor shall:

1.2.1.1 Conform to Local City and County Codes/Requirements for Verified Reports and Close-out Procedures.

1.2.1.2 In conjunction with the Project Inspector, prepare a list of items to be completed or corrected. List may be developed by areas, when approved by the ARCHITECT.

1.2.1.3 Within a reasonable time after receipt of the list, the ARCHITECT will inspect to determine status of completion.

1.2.1.4 Should the ARCHITECT determine that Work is not substantially complete:

1.2.1.4.1 The ARCHITECT will promptly notify the CONTRACTOR in writing, giving the reason for his determination.

1.2.1.4.2 CONTRACTOR shall remedy the deficiencies and notify the ARCHITECT when the Work is ready for re-inspection.

1.2.1.4.3 The ARCHITECT will re-inspect the Work.

1.2.1.5 When the ARCHITECT concur that work is substantially complete

1.2.1.5.1 The ARCHITECT will prepare a "Certificate of Substantial Completion" on AIA Form G704, accompanied by the CONTRACTOR's list of items to be completed or corrected as verified by the ARCHITECT.

1.2.1.5.2 The ARCHITECT will submit the Certificate to the OWNER and to the CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate.

1.2.2 Final Completion - Each Contractor shall:

1.2.2.1 Prepare and submit a notice that Work is ready for final inspection and acceptance.

1.2.2.2 Verify the Work is complete.

1.2.2.3 Certify that:

1.2.2.3.1 Work has been inspected by all governing agencies and is in compliance with Contract Documents,

1.2.2.3.2 Work has been inspected for compliance with the Contract Documents.

1.2.2.3.3 Work has been completed in accordance with the Contract Documents.

1.2.2.3.4 Equipment and systems have been tested as required and are operational.

1.2.2.3.5 Work is completed and ready for final inspection.

1.2.2.4 The ARCHITECT will make an inspection to verify status of completion.

1.2.2.5 Should the ARCHITECT determine the Work is incomplete or defective work.

1.2.2.5.1 The ARCHITECT will promptly notify the CONTRACTOR in writing, listing incomplete or defective Work.

1.2.2.5.2 CONTRACTOR shall remedy the deficiencies promptly and notify the ARCHITECT when ready for re-inspection.

1.2.2.6 When the ARCHITECT determines the Work is acceptable under the Contract Documents, he will request the CONTRACTOR to make close-out submittals.

1.2.3 Close-out submittals include, but are not necessarily limited to - Each Contractor shall:

1.2.3.1 Project Record Documents

1.2.3.2 Operation and maintenance data for items so listed in pertinent Sections these Specifications and for other items when so approved by the ARCHITECT.

1.2.3.3 Warranties

1.2.3.4 Keys and keying schedule **(NOT APPLICABLE)**.

- 1.2.3.5 Spare parts, materials, extra stock to be turned over to the OWNER.
- 1.2.3.6 Evidence of compliance with requirements of governmental agencies having jurisdiction, including, but not limited to:
 - 1.2.3.6.1 Date of final inspection and list of persons in attendance.
 - 1.2.3.6.2 List of any items that do not conform to the Contract Documents.
 - 1.2.3.6.3 Certificates of Inspection.
 - 1.2.3.6.4 Certificates of Occupancy.
- 1.2.3.7 Evidence of payment and release of liens, when requested by the OWNER.
- 1.2.3.8 List of SUBCONTRACTORS, service organizations and principal vendors including names, addresses and telephone numbers, when contacted for emergency service at all times, including nights and holidays.
- 1.2.3.9 Consent of final payment from surety company.
- 1.2.3.10 Statement of Project Completion, including punchlist items.
- 1.2.4 Final Payment - Each Contractor shall:
 - 1.2.4.1 Submit a Final Payment Request, showing all adjustments to the Contract Sum.
 - 1.2.4.2 Retention will be released no sooner than 35 days after Notice of Completion has been filed with the OWNER, and the OWNER has complied with County recording requirements.
- 1.3 ADJUSTING - Each Contractor shall:
 - 1.3.1 Adjust operating products and equipment to ensure smooth and unhindered operation.
- 1.4 SPARE PARTS AND MAINTENANCE MATERIALS - Each Contractor shall:
 - 1.4.1 Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- 1.5 INSTRUCTIONS TO OWNER PERSONNEL
 - 1.5.1 Instruct the OWNER personnel in proper operation and maintenance of all systems, equipment and similar items which were provided as part of the Work.
 - 1.5.2 The CONTRACTOR shall provide a schedule to the OWNER for approval for each of the instruction periods required.

- 1.5.2.1 Organize the instruction sessions into group sizes and schedule the elapsed time for instruction in a manner to Provide complete coverage of the subject matter, prior to occupancy.
- 1.5.3 Instruction sessions will be held in an OWNER designated area on the project site and CONTRACTOR to coordinate date and time with ARCHITECT and OWNER.
- 1.5.4 Instructions shall be qualified by the product manufacturer in the subject matter presented at each session.
 - 1.5.4.1 Submit names of instructors and qualifications to the ARCHITECT and OWNER for approval, 30 days prior to each scheduled session.
 - 1.5.4.2 Substitution of instructors will not be Permitted without prior approval of ARCHITECT and OWNER.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

**CERTIFICATE OF
SUBSTANTIAL COMPLETION**

AIA DOCUMENT G704

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

PROJECT:
(Name and address)

PROJECT NO.:

CONTRACT FOR:
CONTRACT DATE:

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

DATE OF ISSUANCE:
PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. 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 the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

ARCHITECT BY _____ DATE _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

CONTRACTOR BY _____ DATE _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER BY _____ DATE _____

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



PART 1 - GENERAL

1.1 SUMMARY

- 1.1.1 Section includes: Requirements for Record Documents.
- 1.1.2 Throughout progress of the work of the contract, maintain an accurate record of changes in the Contract Documents, as described below.
- 1.1.3 Upon completion of the work of this Contract, transfer the recorded changes to a set of Record Documents, as described herewith.

1.2 QUALITY ASSURANCE

- 1.2.1 General: Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as accepted in advance by the Architect.
- 1.2.2 Accuracy of Records: Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of drawings and other documents where such entry is required to properly show the change. Accuracy of records shall be such that future searches for items shown in the Contract Documents may reasonably rely on information obtained from the accepted Record Documents.
- 1.2.3 Timing of Entries: Make entries within 24 hours after receipt of information.

1.3 PAYMENT WITHHELD

- 1.3.1 The Architect reserves the right to withhold certification of payment requests for failure on the part of the Contractor to maintain Record Drawings in conformance with this Section.

1.4 SUBMITTALS

- 1.4.1 General: The Architect's review of the current status of Record Documents will be a prerequisite to the Architect's review of requests for progress payment and request for final payment under the contract.
- 1.4.2 Progress Submittals: Prior to submitting each request for progress payment, secure the Architect's review of the Record Documents as currently maintained.
- 1.4.3 Final Submittal: Prior to submitting request for final payment, submit the final Record Documents to the Architect and secure his acceptance.

1.5 PRODUCT HANDLING

- 1.5.1 The Contractor shall markup and maintain a job set of Record Documents to be kept on site and protected from deterioration and from loss and damage until completion of the work and transfer of the recorded data to the final Record Documents.

The Contractor will also mark up the Architect's job set of drawings that are kept in the Architect's office on a daily basis as work is being installed.

- 1.5.2 In the event of loss of recorded data, use means necessary to again secure the data to the Architect's acceptance; such means shall include, if necessary in the opinion of the Architect, removal and replacement of concealing materials and, in such case, replacements shall be to the standards originally specified in the Contract Documents.

PART 2 - PRODUCTS

2.1 RECORD DOCUMENTS

- 2.1.1 Final Record Documents: The Contractor will transfer job set drawing markups to one (1) clean set on bond paper. Contractor will then submit this set to the Architect as the Final As-Built Drawing(s).
- 2.1.2 Before commencing backfilling of utilities or any other underground pipes, ducts, conduits, or structures, take photographs showing relationship of below ground utilities to structure(s) or other physical reference point. Provide three-ring binder containing 3-1/2 inches by 5 inches mounted and numbered prints of photos, plus the negatives, categorized by locations and indicating utilities shown. Provide a photo(s) of all connections, crossings, stubs, or other critical points. If the Contractor neglects to take such photographs, Contractor shall uncover, at the Contractor's expense, the area(s) so neglected in order to provide the requisite photos.

Provide a bond composite Utility Site Plan with the number of each photograph placed on the plan at the location the photo was taken from and a mark indicating which way the camera was pointed. All numbers and marks shall be in ink and shall be clear, legible, and neatly done. Photo binder and photo plan shall be considered part of the Record Documents.

PART 3 - EXECUTION

3.1 MAINTENANCE OF JOB SET

- 3.1.1 Identification: Upon receipt of the job set, identify each of the documents with a title "RECORD DOCUMENTS-JOB SET".
- 3.1.2 Preservation:
- 3.1.2.1 Considering the contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination and the conditions under which these activities will be performed, devise a suitable method for protecting the job set for the review of the Architect.
- 3.1.2.2 Use the job set for no purpose other than entry of new data and for review by the Architect, until start of transfer of data to final Record Documents.
- 3.1.2.3 Maintain the job set at the site of work as that site is designated by the Architect.
- 3.1.3 Making Entries on Drawings: Using an erasable colored pencil (not ink nor indelible pencil), clearly describe the change by note and by graphic line, as

required. Date entries. Call attention to the entry by a “cloud” around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes. In the event of superseding changes to any area of the drawing, erase only that portion of the preceding change that is affected by the subsequent change before entering the subsequent change.

3.1.4 Making Entries on Other Documents:

3.1.4.1 Where changes are caused by directives issued by the Architect, clearly indicate the change by note in ink, colored pencil, or rubber stamp, and reference Division of the State Architect approved addenda and change orders.

3.1.4.2 Where changes are caused by Contractor originated proposals reviewed by the Architect, including inadvertent errors by the Contractor that have been accepted by the Architect clearly indicate the change by note in erasable colored pencil.

3.1.4.3 Make entries in the pertinent documents as reviewed by the Architect.

3.1.5 Conversion of Schematic Layouts:

3.1.5.1 In most cases on the Drawings, arrangement of conduits and circuits, piping, ducts, and other similar items, is shown schematically and is not intended to portray precise physical layout. Final physical arrangement shall be as determined by the Contractor, subject to the Architect’s review. However, design of future modifications of the facility may require accurate information as to the final physical arrangement of items and location of utilities which are shown only schematically on the Drawings.

3.1.5.2 Show on the job set of record Drawings, by dimension accurate to within 1 inch, the centerline of each run of items such as is described in the preceding paragraph above. Clearly identify the item by accurate note such as “cast-iron drain”, “galvanized water pipe”, etc. Show by symbol or note, the vertical location of the item (“under slab”, “in ceiling plenum”, “exposed”, etc.). Make identification sufficiently descriptive that it may be related reliably to the Specifications.

3.1.5.3 The Architect may waive the requirements for conversion of schematic layouts where, in the Architect’s judgment, such conversion serves no beneficial purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Architect.

3.1.5.4 Timing of Entries: Be alert to changes in the work from how it is shown in the Contract Documents: Promptly, and in no case later than 24 hours after the change has occurred and been made known to the Contractor, make the entry or entries required.

3.1.6 Accuracy of Entries: Use means necessary, including proper instruments or tools for measurement, to determine actual locations of the installed items.

3.2 FINAL RECORD DOCUMENTS

General: The purpose of the final Record Documents is to provide factual information regarding the work, both concealed and visible, which will enable future modification of design to proceed without lengthy and expensive site measurement, investigation, and examination.

3.3 CHANGES SUBSEQUENT TO ACCEPTANCE

The contractor shall have no responsibility for recording changes in the work subsequent to acceptance of the work by the Owner, except for changes resulting from replacements, repairs, and alterations made by the Contractor as a part of his guarantee. No changes will be allowed without approval of the Owner and Architect.

END OF SECTION

PART 1 - GENERAL

1.1 WORK INCLUDED:

1.1.1 Work includes the following:

1.1.1.1 Compilation of product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.

1.1.1.2 Instruction of Owner's personnel in the maintenance of products and in the operation of equipment and systems.

1.2 RELATED WORK:

1.2.1 Related Work Specified Elsewhere:

1.2.1.1 Section 013300 – Submittal Procedures.

1.2.1.2 Section 017700 – Contract Closeout.

1.3 QUALITY ASSURANCE:

1.3.1 Preparation of data shall be done by personnel:

1.3.1.1 Trained and experienced in maintenance and operation of the described products.

1.3.1.2 Familiar with requirements of the Section specified.

1.3.1.3 Skilled in technical writing to the extent required to communicate essential data.

1.3.1.4 Skilled as draftsmen competent to prepare required drawings.

1.4 SUBMITTALS:

1.4.1 Comply with pertinent provisions of Section 013300.

1.4.2 Initial: Prior to the first Pay Application, submit a blank, tabbed binder in the proper format for review by Architect. Approved binder will be returned for collection of information during the course of construction.

1.4.3 Preliminary: Submit two (2) copies of a preliminary draft of the proposed Manual or Manuals to the ARCHITECT review and approval.

1.4.3.1 Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.

1.4.3.2 Secure the Architect's approval prior to proceeding.

1.4.4 Final: Complete the Manuals in strict accordance with the approved preliminary drafts and the Architect's review comments.

- 1.4.4.1 Submit three (3) copies of the final Manual to the Architect at least ten (10) days prior to final inspection or acceptance.
- 1.4.4.2 Video tape or DVD each indoctrination and instruction session (in-service) and submit three (3) copies of each trade. Videotapes shall be in VHS or DVD format.
- 1.4.5 Revisions:
 - 1.4.5.1 Following the indoctrination and instruction of operating and maintenance personnel, review all proposed revisions of the Manual with the Architect.
 - 1.4.5.2 Submit specified number of copies of approved data in final form ten (10) days after final inspection or acceptance.

PART 2 - PRODUCTS

2.1 FORMAT

- 2.1.1 Size: Minimum 4 inch, three-ring binders for 8-1/2 inches by 11 inches punched pages, and completely clear plastic covers for insertion of labels on spines and covers.
- 2.1.2 Provide identifying tabbed pages. Classify by Division and by Section. All tabbing shall be in numerical order.
- 2.1.3 Drawings:
 - 2.1.3.1 Provide reinforced punched binder tab. Bind drawings with text.
 - 2.1.3.2 Fan fold larger drawings to size of text pages, for easy foldout.
- 2.1.4 Cover: Identify each volume with typed or printed label. List:
 - 2.1.4.1 Title of Project.
 - 2.1.4.2 Identity of separate structures as applicable.
 - 2.1.4.3 Identity of general subject matter covered in the manual.
- 2.1.5 Spine: Identify each volume with typed or printed label stating OPERATING AND MAINTENANCE INSTRUCTIONS, GUARANTIES AND SERVICE CONTRACTS, and the following information:
 - 2.1.5.1 Title of Project.
 - 2.1.5.2 Divisions and Sections included within volume.
 - 2.1.5.3 Volume number (i.e. 1 of 4)

PART 3 - EXECUTION

3.1 CONTENT OF MANUAL:

JUDICIAL COUNCIL OF CALIFORNIA

EIFS EXTERIOR WALL REPLACEMENT
ED EDELMAN CHILDREN'S COURT

- 3.1.1 Neatly typewritten table of contents for each volume, arranged in a systematic order.
 - 3.1.1.1 Contractor, name of responsible principal, address, and telephone number.
 - 3.1.1.2 A list of each product required to be included, indexed to the content of the volume.
 - 3.1.1.3 List, with each product, the name, address, and telephone number of:
 - 3.1.1.3.1 Subcontractor and/or installer.
 - 3.1.1.3.2 Maintenance contractor, as appropriate.
 - 3.1.1.3.3 Identify the area of responsibility of each.
 - 3.1.1.3.4 Local source of supply for parts and replacement.
 - 3.1.1.4 Identify each product by product name and other identifying symbols as set forth in the Contract Documents.
- 3.1.2 Product Data:
 - 3.1.2.1 Include only those sheets that are pertinent to the specific product.
 - 3.1.2.2 Annotate each sheet to:
 - 3.1.2.2.1 Clearly identify the specific product or part installed.
 - 3.1.2.2.2 Clearly identify the data applicable to the installation.
 - 3.1.2.2.3 Delete references to inapplicable information.
- 3.1.3 Drawings:
 - 3.1.3.1 Supplement product data with drawings as necessary to clearly illustrate:
 - 3.1.3.1.1 Relations of component parts of equipment and systems.
 - 3.1.3.1.2 Control and flow diagrams.
 - 3.1.3.2 Coordinate drawings with information in Section 017700, Contract Closeout, with regard to Project Record Drawings to assure correct illustration of completed installation.
 - 3.1.3.3 Project Record Drawings shall not be used as maintenance drawings.
- 3.1.4 Instructions: Written text, as required to supplement product data for the particular installation:
 - 3.1.4.1 Organize in a consistent format under separate headings for different procedures.

- 3.1.4.2 Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly, and reassembly.
- 3.1.4.3 Complete nomenclature for all parts of equipment.
- 3.1.4.4 Complete nomenclature and part number of replaceable parts, name and address of nearest vendor, and other data pertinent to procurement procedures.
- 3.1.5 Copy of each warranty, bond, and service contract issued.
 - 3.1.5.1 Provide information sheet for Owner's personnel, giving:
 - 3.1.5.1.1 Proper procedures in the event of failure or emergencies.
 - 3.1.5.1.2 Instances that might affect the validity of warranties or bonds.
- 3.2 MANUAL FOR MATERIALS AND FINISHES:
 - 3.2.1 Instructions for care and maintenance:
 - 3.2.1.1 Manufacturer's recommendation for types of cleaning agents and methods.
 - 3.2.1.2 Cautions against cleaning agents and methods that are detrimental to the product.
 - 3.2.1.3 Recommended schedule for cleaning and maintenance.
- 3.3 MANUAL FOR EQUIPMENT AND SYSTEMS:
 - 3.3.1 Content, for each unit of equipment and system, as appropriate:
 - 3.3.1.1 Description of unit and component parts:
 - 3.3.1.1.1 Function, normal operating characteristics, and limiting conditions.
 - 3.3.1.1.2 Performance curves, engineering data, and tests.
 - 3.3.1.1.3 Complete nomenclature and commercial number of all replaceable parts.
 - 3.3.1.2 Operating procedures:
 - 3.3.1.2.1 Start-up, break-in, routine, and normal operating instructions.
 - 3.3.1.2.2 Regulation, control, stopping, shut-down, and emergency instructions.
 - 3.3.1.2.3 Summer and winter operating instructions.
 - 3.3.1.2.4 Special operating instructions.
 - 3.3.1.3 Maintenance Procedures:

- 3.3.1.3.1 Routine operations.
- 3.3.1.3.2 Guide to "trouble-shooting".
- 3.3.1.3.3 Disassembly, repair, and reassemble instructions.
- 3.3.1.3.4 Alignment, adjusting, and checking.
- 3.3.1.4 Servicing and lubrication schedule: List of lubricants required.
- 3.3.1.5 Manufacturer's printed operating and maintenance instructions.
- 3.3.1.6 Description of sequence of operation by control manufacturer.
- 3.3.1.7 Original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
 - 3.3.1.7.1 Predicted life of parts subject to wear.
 - 3.3.1.7.2 Items recommended to be stocked as spare parts.
- 3.3.1.8 As-installed control diagrams by manufacturer of controls.
- 3.3.1.9 Each contractor's coordination drawings: As-built color coded piping diagrams.
- 3.3.1.10 Charts of valve tag numbers, with the location and function of each valve.
- 3.3.1.11 List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- 3.3.1.12 Other data as required under pertinent sections of this Specification.
- 3.3.2 Content, for each electric and electronic system, as appropriate:
 - 3.3.2.1 Description of system and component parts:
 - 3.3.2.1.1 Function, normal operating characteristics, and limiting conditions.
 - 3.3.2.1.2 Performance curves, engineering data, and tests.
 - 3.3.2.1.3 Complete nomenclature and commercial number of replaceable parts.
 - 3.3.2.2 Circuit directories of panel boards:
 - 3.3.2.2.1 Electrical service.
 - 3.3.2.2.2 Controls.
 - 3.3.2.2.3 Communications.

- 3.3.2.3 As-built color coded wiring diagrams.
 - 3.3.2.4 Operating procedures:
 - 3.3.2.4.1 Routine and normal operating instructions.
 - 3.3.2.4.2 Sequences operating instructions.
 - 3.3.2.4.3 Special operating instructions.
 - 3.3.2.5 Maintenance procedures:
 - 3.3.2.5.1 Routine operations.
 - 3.3.2.5.2 Guide to "trouble-shooting".
 - 3.3.2.5.3 Disassembly, repair, and reassembly.
 - 3.3.2.5.4 Adjustment and checking.
 - 3.3.2.6 Manufacturer's printed operating and maintenance instructions.
 - 3.3.2.7 List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- 3.3.3 Prepare and include additional data when the need for such data becomes apparent during instruction of OWNER personnel.

3.4 INSTRUCTION OF OWNER PERSONNEL:

- 3.4.1 Prior to final inspection or acceptance, fully instruct OWNER designated operating and maintenance personnel in the operation, adjustment, and maintenance of all products, equipment, and systems, prior to occupancy.
 - 3.4.1.1 Provide services of factory-trained instructors from the manufacturer of each major item of equipment or system.
 - 3.4.1.2 Provide for each instruction session or "in-service", a camcorder operator and VHS or DVD camcorder to video tape the session. Videotapes shall be clearly labeled as to project, subject, and date. Submit tapes in triplicate.
- 3.4.2 Operating and maintenance manual shall constitute the basis of instruction.
 - 3.4.2.1 Review contents of manual with personnel in full detail to explain all aspects of operations and maintenance.
 - 3.4.2.2 Where warrants for further instruction or additional instruction is required to instruct the OWNER designated personnel, the Contractor shall provide such additional instruction to include service of factory trained instructors. The cost for additional instruction will be reviewed for each individual basis by the Architect.

END OF SECTION

PART 1 - GENERAL

1.1 WORK INCLUDED:

- 1.1.1 This Section specifies general requirements for written warranties, guaranties, and bonds required by the Contract Documents.
- 1.1.2 Submittal to and approval by the Owner of the warranties, guaranties, and bonds are prerequisites to final payment under the Contract.

1.2 RELATED WORK

- 1.2.1 Related work specified elsewhere:
 - 1.2.1.1 Section 017700 – Contract Closeout
 - 1.2.1.2 Section 017823 - Operation and Maintenance Data: Incorporation of warranties, guaranties, and bonds into instruction manuals.
- 1.2.2 Approval of the warranties, guaranties, and bonds by the Owner is a prerequisite to payment at Substantial Completion and agendizing for acceptance by the the Owner.

1.3 TIME PERIOD

Deliver all manufacturer's warranties, guaranties, and bonds required by Contract Documents, with Owner named as beneficiary. For equipment and machinery, or components thereof, bearing a manufacturer's warranty or guaranty that extends for a longer time period than the Contractor's warranty and guaranty, deliver manufacturer's warranties or guaranties in same manner.

1.4 FORM

Written warranties and guaranties, except manufacturer's standard printed warranties and guaranties shall be submitted on the Contractor's, Subcontractor's, material suppliers, or manufacturer's own letterhead, addressed to Owner. Warranties and guaranties shall be submitted in duplicate and in the form shown on the following page, signed by all pertinent parties and by Contractor in every case, with modifications as approved by Owner to suit the conditions pertaining to the warranty or guaranty.

1.5 SUBMITTAL

- 1.5.1 The Contractor shall collect and assemble written warranties and guaranties from all subcontractors, material suppliers, and manufacturers into a bound booklet form and deliver the bound books to Architect for delivery to the Owner for final review and approval.
- 1.5.2 Submit required warranty/guaranty on letterhead of Contractor responsible for each type of Work in accordance with attached sample form.

* See Attached Form on next Page

END OF SECTION

WARRANTY / GUARANTY FORM

FOR _____ WORK

We, the undersigned, do hereby warranty and guaranty that the parts of the work described above which we have furnished or installed for:

**EIFS EXTERIOR WALL REPLACEMENT
ED EDELMAN
CHILDREN'S COURT**

are in accordance with the Contract Documents and that all said work as installed will fulfill or exceed all the Warranty and Guaranty requirements. We agree to repair or replace work installed by us, together with any other work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or operation within a period of _____ () year(s) from the date Notice of Completion is registered with the **LOS ANGELES** County Recorder, ordinary wear and tear and unusual neglect or abuse excepted.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time period determined by the Owner, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the Owner to have said defective work repaired and / or replaced and made good, and agree to pay to the Owner upon demand all moneys that the Owner may expend in making good said defective work, including all collection cost and reasonable attorney fees.

Date: _____
(Subcontractor, Sub-subcontractor, Manufacturer or Supplier)

By: _____

Title: _____

State License No.: _____

Local Representative: For maintenance, repair, or replacement service, contact:

Name: _____

Address: _____

Phone Number: _____

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.1 SECTION INCLUDES: Description of requirements for materials, fabrications and installation of Miscellaneous Metal and accessory items as shown on drawings and necessary to complete the Miscellaneous Metal Work. Work to include but not be limited to the following:

1.1.1 Examine all other sections for work related to those sections which are required to be included as work of this Section.

1.1.2 Pipe railings, pipe sleeves, handrails, guardrails, and brackets.

1.1.3 Gratings at floor sinks, etc.

1.1.4 Steel roof access ladders and steel ladder up/over roof parapets.

1.1.5 Steel angle corner guards, pipe guards and rails.

1.1.6 Channel door frames.

1.1.7 Structural shapes not included in structural steel work.

1.1.8 Formed and bent plate 14 gauge and heavier.

1.1.9 Trash enclosure gates.

1.1.10 Steel trellis.

1.1.11 Metal canopy.

1.1.12 Stainless steel counters and stainless steel wire shelves.

1.1.13 Stainless steel wall panels and wainscot (20 ga.)

1.1.14 Steel angle guards at overhead roll-up doors and loading dock.

1.2 RELATED SECTIONS:

1.2.1 Section 054000 Lightgauge Structural Framing

1.2.2 Divisions 22 and 26

1.3 REFERENCES AND STANDARDS:

1.3.1 ASTM A36 – Structural Steel.

1.3.2 ASTM A53 – Hot-Dipped, Zinc-Coated Welded and Seamless Steel Pipe.

1.3.3 ASTM A307 – Low-Carbon Steel Externally and Internally Threaded Fasteners.

- 1.3.4 ASTM A386 – Zinc-Coating (Hot-Dip) on Assembled Steel Products.
- 1.3.5 ASTM A501 – Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- 1.3.6 AWS DI.1 – Structural Welding Code.
- 1.3.7 FS TT-P-31 Paint, Oil: Iron Oxide, Ready Mix, Red and Brown.
- 1.3.8 FS TT-P-641 Primer Coating, Zinc Dust-Zinc Oxide (for Galvanized Surfaces).
- 1.4 REGULATORY REQUIREMENTS:
 - 1.4.1 Conform to Title 24, Part 2, California Code of Regulations
- 1.5 SUBMITTALS:
 - 1.5.1 Provide shop drawings for all items listed and those therein omitted, that require Architect's review and coordination prior to fabrication and erection.
 - 1.5.2 Submit manufacturer's product data and any samples as requested by the Architect to demonstrate size, texture, welds, factory finish, etc.
 - 1.5.3 Submit shop drawings under provisions of Section 013300. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories.
 - 1.5.4 Include erection drawings, elevations, and details where applicable.
 - 1.5.5 Indicate welded connections using standard AWS welding symbols. Indicate net weld lengths.
- 1.6 QUALITY ASSURANCE:
 - 1.6.1 Use skilled workers who are thoroughly trained and experienced and who are completely familiar with the requirements and methods to perform the scope of work as specified under this Section.
- 1.7 DELIVERY, STORAGE AND HANDLING:
 - 1.7.1 Use all means necessary to store, handle and protect the materials of this Section before, during, and after installation.
- 1.8 REQUIREMENTS:
 - 1.8.1 Field Measurements: Secure field measurements required for fabrication and installation of work. Coordinate fabrication of supports for equipment with manufacturer's printed literature and structural engineering drawings. Measurements are Contractor's responsibility. Field alterations will not be permitted without approval of the Architect.
 - 1.8.2 Dissimilar Metals: Where metals are in contact with concrete or other types of metals, paint contact faces of metal with heavy bituminous coating before installation.

- 1.8.3 Railings are to be designed to be in conformance with minimum California Building Code requirements, to resist a load of at least 200 pounds applied in any direction at any point to the top rail and also a vertical and horizontal thrust of 50 pounds per lineal foot applied to the top rail.

PART 2 – PRODUCTS:

- 2.1 GENERAL: Where two (2) or more identical articles or materials are required, provide products of same manufacturer. If specified materials are discontinued, furnish updated product at no additional cost.
- 2.2 ALL METALS must be free from any defects which would impair the strength, durability or appearance, and of the best commercial quality, for purposes intended and adequate to withstand strains and stresses to which they will be subjected. Protect metals from damage at the job, in transit, and until installed, inspected and approved.
- 2.3 MATERIALS:
- 2.3.1 Structural Steel Such as Rolled Shapes, Angles, Plates, Anchors, Clips, Etc.: Conform with ASTM A36. Standard weight block steel galvanized after fabrication.
- 2.3.2 Steel Tubing: ASTM A501 or 500 Grade B Seamless.
- 2.3.3 Architectural and Miscellaneous Steel: Mild steel.
- 2.3.4 Wrought Iron Bars: ASTM A207 or ASTM A189.
- 2.3.5 Steel Pipe Other Than Structural Uses: Conform with ASTM A120, seamless.
- 2.3.6 Steel Sheet: High quality, low carbon, hot-rolled sheet with good welding and forming qualities. ASTM A446 Grade A.
- 2.3.7 Galvanized Sheets: Hot-dipped and tight coated steel sheet conforming to ASTM A525. Coating weight to be no less than 1.25 oz. per square foot.
- 2.3.8 Welded Materials: AWS-D.1; Type required for materials being welded.
- 2.3.9 Galvanized Rolled Shapes, Angles, Channels, Bolts, Etc.: Conform with ASTM A123.
- 2.3.10 Primer Paint:
- 2.3.10.1 General: Compatible with type and color of special or finish coatings described. in Section 099100. FS TT-P-31, Red: For shop application and field touch-up.
- 2.3.10.2 Touch-up Primer for galvanized surfaces: FS TT-P-641 or SSFC-20.
- 2.3.10.3 Cleaning Metals Prior to Priming:
- 2.3.10.3.1 Exterior Exposed Metals: SSPC-SP6 Commercial blast clean.

- 2.3.10.3.2 Interior Metals: SSPC-SP2 Hand tool clean or SSPC-SP3 Power tool clean.
- 2.3.10.4 Standard Shop Paint: Rust-inhibitive coating conforming to governing air pollution control requirements (AQMD).
 - 2.3.10.4.1 Exterior Exposed Metals: High performance coating primer, to meet slip coefficient and creep requirements for classification as a Class B coating using ASTM A325 or A490 Bolt Specification, Appendix A, No. 90-97 Tnemec-Zinc Primer, 2.5 – 3.5 dry mils, as manufactured by Tnemec Company, Compton, California, or equal (no known equal).
 - 2.3.10.4.2 Interior metals: Regular metal primer, No. 10-99 V.O.C. compliant, as manufactured by Tnemec Company, Compton, California, or equal (no known equal).
- 2.3.11 Stainless Steel: ASTM Reference
- 2.3.12 Machine Bolts: Conform with ASTM A307.
- 2.3.13 Expansion Anchors: Not less than 3/8 inch diameter, threaded type for anchoring with the bolt head out, as indicated on drawings. Test by Owner's Testing Laboratory in accordance with criteria noted on drawings.
- 2.3.14 Hook Type Anchors: Not less than 1/2 inch diameter and length as required for minimum 7 inch embedment, with threaded nut and plain washer.
- 2.3.15 Welding Electrodes: Conform with A.W.S. Publication D1.1; use E-70XX series electrodes.
- 2.3.16 Stainless Steel Tube and Pipe: Conform with ASTM A554, ornamental grade, Type 302 or 304, Schedule 40, seamless with No. 4 finish.
- 2.3.17 Stainless Steel Shapes, Angles, Plates, Etc.: conform with ASTM A167, Type 302 or 304 with No. 4 OR rolled finish.
- 2.3.18 Metal Gratings, Trench Covers and Frames: Manufactured by Alhambra, Neenah or equal, cast iron heavy-duty traffic type, sizes and shapes as required.
- 2.3.19 Steel Pipe for Structural Uses: Conform with ASTM A53, Type S seamless, Grade B.
- 2.3.20 Cast Steel: Conform with ASTM A27.
- 2.3.21 Iron Castings: Conform with ASTM A48.
- 2.3.22 Malleable Iron Castings: Conform with ASTM A47.
- 2.3.23 Liquid Galvanizing Compound: "Drygalv", Fesco Inc., Los Angeles (213) 254-9131, "Galvicon", V. B. Anderson Co. (714) 547-6684; "Z.R.C. Cold Galvanizing Compound", Mechanical Distributors (213) 698-6655, or equal.

PART 3 – EXECUTION:

3.1 PREPARATION:

- 3.1.1 Obtain Architect approval prior to site cutting or making adjustments not scheduled.
- 3.1.2 Clean and strip site primed steel items to bare metal where site welding is scheduled.
- 3.1.3 Make provision for erection loads with temporary bracing. Keep work in alignment.
- 3.1.4 Supply items required to be cast into concrete or embedded in masonry with setting templates, to appropriate Sections.

3.2 WELDING:

- 3.2.1 Except for modifications indicated on drawings and specified herein, AISC Code of Standard Practice for Steel Buildings, as amended to date, governs materials, fabrication and erection of work under this Section.
- 3.2.2 Make welds in accordance with best standard practice. Perform welding on unexposed sides to prevent pitting, discoloring, weld-halo and other surface imperfections. Thoroughly clean surfaces to be welded. Welds must show a uniform section and reasonable smoothness without distortion. No exposed spot welding permitted. Dress and finish exposed surfaces of welded joints to produce invisible connections. Furnish welding alloys in the same color and character as the surfaces of the metals joined.

3.3 WORKMANSHIP, FABRICATION AND ERECTION:

- 3.3.1 Insofar as possible, fit and shop assemble work ready for erection. Accurately make jointing and intersections in true planes, and with adequate fastenings. Make exposed joints even and smooth. Grind exposed weld joints smooth and flush.
- 3.3.2 Provide holes of proper size and in correct location for attachment of work of other trades. Cut, tap, and drill as required. Finished items must be free from kinks, twists, burrs and open joints. Damaged or distorted materials are not acceptable.
- 3.3.3 Provide work to be built in concrete or masonry of proper form required for anchorage, or provide with concealed anchors.
- 3.3.4 Form work true to detail, with clean, straight and sharply defined profiles. Close fit exposed joints and make where least conspicuous.
- 3.3.5 Install supporting members, fastenings, frames, hangers, bracing, brackets, bolts, angles, and the like as required to set and connect items of miscellaneous metal to concrete, steel or wood framing.
- 3.3.6 Countersink holes for exposed screwheads. Provide necessary lugs, brackets, and clips so work can be assembled and installed in a neat and suitable manner.

- 3.3.7 Conceal fastenings where possible. Unless otherwise indicated provide flathead or countersunk oval bolts and screwheads as best suited for the purpose.
 - 3.3.8 Weld in place plates for mounting item(s) of finish hardware.
 - 3.3.9 Provide bolts, anchors, inserts, and other miscellaneous steel and iron fastenings in forms before concrete is poured; or as to be built into masonry, as indicated on drawings, details or schedules, or as necessary to complete the work. Examine and check the Architectural, Structural, Mechanical and Electrical Drawings for number, type and locations of each items.
- 3.4 MISCELLANEOUS ITEMS:
- 3.4.1 Furnish, fabricate, and install miscellaneous angles, channels, bent plate, clips, anchors, and other miscellaneous metal work required and as indicated on drawings. Form as detailed or if not detailed, as required for location and purposes served, and in accordance with the applicable provisions specified herein. Furnish and install miscellaneous metal items not specifically mentioned herein, or in other sections, but which are customarily considered as part of the work, the same as if fully specified herein and detailed on drawings.
 - 3.4.2 Furnish and install light steel structural items not noted on Structural Drawings or called for under "Structural Steel" Section but which are shown on the other drawings.
 - 3.4.3 Furnish and install sleeves through masonry or concrete walls and footings. Fabricate of standard weight steel sections of size sufficient to allow ¼ inch clearance between the sleeve and item to be inserted.
 - 3.4.4 Furnish and install anchors, brackets, and plates of suitable steel where required in connection with steel, masonry, wood and concrete construction.
- 3.5 FINISH:
- 3.5.1 Except where indicated, or specified to be galvanized, clean miscellaneous steel and iron of any grease, rust, mill scale, or other foreign matter, and give one shop coat of the specified primer. Do not prime material to be embedded in concrete.
 - 3.5.2 After welding is completed, repair damage to the galvanizing by applying a liquid galvanizing compound in accordance with manufacturer's instructions to provide a coating equal to original finish.

END OF SECTION

SECTION 06 10 00

CARPENTRY

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work Included:

1. Provision of new shaped wood blocking beneath metal and EIFS coping caps.

B. Related Work

1. Section 07 13 26 – Self-Adhered Membrane and Flashing.
2. Section 07 24 19 – Exterior Insulation and Finish System (EIFS).
3. Section 07 62 00 – Sheet Metal Flashing and Trim.

1.02 STANDARDS

A. The following standards are incorporated into these Specifications. Unless noted otherwise, comply with the current version of these standards.

1. American Society of Testing and Materials (ASTM): As referenced.
2. California State Building Code: Current Edition, with all applicable local amendments.

1.03 SUBMITTALS

A. Product Data: For each specified material.

B. Material Safety Data Sheets (MSDS): For each material where appropriate.

C. Manufacturer Certificates: Certifications by the producers that all materials supplied comply with the requirements of these Specifications and the appropriate standards, and that the materials are suitable for the use specified herein.

D. Warranty: Provide sample of warranty, as specified herein, prior to beginning Work. Provide executed warranty upon project closeout.

1.04 WARRANTY

A. Installer's Warranty: Guarantee all Work under this Section in a document stating that if, within 2 yrs after the Date of Substantial Completion of the Work, any of the Work of this Section is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a

written acceptance of such condition. Contractor shall bear all costs incurred by the Owner, including reasonable attorney's fees, to enforce the compliance with the obligations of this Guarantee. The obligation of this Guarantee shall run directly to the Owner and may be enforced by the Owner against the Contractor, shall survive the termination of the Contract, and shall not be limited by conditions other than this Contract.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Shaped wood blocking and nailers: Southern Yellow Pine; #2 grade or better, with specified preservative treatment.
- B. Wood Preservative Treatment: Wood blocking shall be treated with waterborne preservatives in accordance with AWPA Standard U1 to the requirements of Use Category 3B (UC3B).
 - 1. Chromated Copper Arsenate: Osmose K-33 complies with this Specification. All lumber shall be preservative-treated under pressure in a closed retort. The treatment used shall be stamped on each piece by the processor. The minimum net retention of preservative shall be as called for by ASTM D1760 for ground contact (0.40 lb / cu ft of wood).
- C. Fasteners: Stainless steel sheet metal screws, Phillips flat (countersunk) heads.
- D. Separator Sheet: Multi-purpose building paper, single ply sheathing paper, 15 lb weight.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine all surfaces to receive blocking for roughness, corrosion, unsound structural substrates, or other conditions that may impair the wood installation. Do not install new wood over damaged conditions. Notify the Owner and Engineer of any such conditions and do not commence Work until all defects are remedied.
- B. Verify site conditions and dimensions by field measurements in consideration of the special conditions associated with repairs to existing construction. Notify the Engineer immediately of any inconsistency between the conditions found and those shown on the Drawings. The Engineer will determine what modifications or additional repairs are necessary.

3.02 INSTALLATION

- A. Install all components to provide a flush surface, without localized deviations from the intended plane. Solidly shim components as required during installation to provide a flush, planar surface. Provide a minimum of 1/2 in./foot slope on horizontal

- surfaces or as indicated on drawings. Cut and mill wood blocking to match adjoining roof and wall elements and to provide smooth transitions to adjacent surfaces. Install separator between lumber and light gauge metal.
- B. Pre-drill holes in wood and substrates for anchors. Countersink fasteners into wood only to depth for heads to be flush.
 - C. Anchor blocking as required to parapets every 32 in. o.c., except anchor blocking at every 16 in. within 8 ft of corners unless otherwise indicated. Use a minimum of two fasteners per length of lumber and install two anchors at the ends of each length.
 - D. Verify the adequacy of attachment for existing wood blocking. Install additional anchors and replace existing blocking where deteriorated, as directed by the Engineer.
 - E. Do not use powder- or air-actuated fasteners.

END OF SECTION

SECTION 07 13 26

SELF-ADHERED MEMBRANE AND FLASHING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work Included

1. High-temperature self-adhered membrane under exposed sheet metal copings and flashings.
2. Self-adhered flashing at transitions and terminations.

B. Related Work

1. Section 06 10 00 – Carpentry.
2. Section 07 24 19 – Exterior Insulation and Finish System (EIFS).
3. Section 07 62 00 – Sheet Metal Flashing and Trim.
4. Section 07 90 00 – Sealants.
5. Section 09 29 00 – Exterior Sheathing.

1.02 STANDARDS

A. The following standards are incorporated into these Specifications. Unless noted otherwise, comply with the current version of these standards.

1. American Society of Testing and Materials (ASTM): As referenced.
2. California State Building Code: Current Edition, with all applicable local amendments.

1.03 PERFORMANCE REQUIREMENTS

- A. Membrane system shall provide a watertight barrier to prevent passage of water into the building.
- B. Membrane shall seal around penetrating fasteners and meet the strictest requirements of ASTM D1970.

1.04 SUBMITTALS

- A. Product Data: For each specified material, submit manufacturer's literature and installation instructions for materials specified or proposed for use on the Project, properly labeled and referenced to the appropriate Specification Section.
- B. Material Safety Data Sheets (MSDS): For all materials, cleaners, and solvents used.

- C. Shop Drawings: After field measurement and documentation of all existing conditions, prepare Shop Drawings, coordinated among all participatory trades. Establish and accommodate existing constraints and the variance in existing conditions. Show sequence of membrane and flashing installation to maintain correctly shingled laps, and show transitions, penetrations, and tie-in to dissimilar materials. Coordinate Shop Drawings with all relevant work of other trades specified in other Sections of these Specifications.
- D. Manufacturer Certificates: Certifications by the producers that all materials supplied comply with the requirements of these Specifications and the appropriate standards and that the materials are suitable for the use specified herein.
- E. Qualification Data: For manufacturer and installer.
- F. Warranty: Provide sample of warranties, as specified herein, prior to beginning Work. Provide executed warranties upon project closeout.

1.05 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Membrane system shall be manufactured and marketed by a firm with a minimum of 20 yrs of experience in the production and sales of waterproofing membranes. Manufacturers proposed for use but not named in these Specifications shall submit evidence of ability to meet all requirements specified, and include a list of projects of similar design and complexity completed within the past 5 yrs.
- B. Installer's Qualifications: Engage experienced personnel to perform Work of this Section. The Contractor's Representative used for this portion of the Work shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance, for a period of at least 5 yrs. Installer shall be certified, approved, licensed, or acceptable to manufacturer to apply products.
- C. Single Source: Obtain each type of material comprising the membrane flashing system from a single manufacturer for the duration of the Project.
- D. Inspections: Perform inspections to ensure strict conformance to the Contract and approved Shop Drawings at all phases of construction. Inspect components for proper alignment and placement, attachment, workmanship, and damage. Inspect the Work prior to covering any part of the Work described in this Section, or releasing for subsequent work by other trades.

1.06 PRE-CONSTRUCTION CONFERENCE

- A. Conduct a pre-construction conference held with Contractor, Installer, Owner, Architect / Engineer, Manufacturer, and all other involved trades to discuss and coordinate the Work covered under this Section.

1.07 PROJECT CONDITIONS

- A. Work in conjunction with the other trades employed on the project by promptly completing the Work of this Section as required to meet the project schedule so as

not to impede other trades. Coordinate the Work of this Section with other trades so that the intent of the Drawings and Specifications is carried out. Coordinate with other trades to maximize efficient use of scaffolding and to minimize disruption time to the building.

- B. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply waterproofing to a damp or wet substrate.
 - 1. Do not apply waterproofing in snow, rain, fog, or mist.
- C. Maintain adequate ventilation during preparation and application of waterproofing materials.

1.08 PROTECTION, HANDLING, AND STORAGE

- A. Keep materials dry while they are transported, stored, and delivered. Deliver materials in the manufacturer's unbroken containers. Store materials on pallets and cover with fireproof canvas tarpaulins completely, top to bottom. Polyethylene covers are not acceptable. Store materials in a secure area designated by the Owner with adequate tie-downs against wind gusts.
- B. Store elastomeric materials, adhesives, solvents, and sealants in their original containers and between 60°F and 80°F. If exposed to lower temperatures, restore to a uniform temperature of no less than 60°F prior to use.
- C. Materials shall be marked with the date of manufacture and shelf life. Do not use products beyond the expiration of their shelf life. Store flammable materials in a cool, dry, and protected area away from sparks and open flames.

1.09 WARRANTY

- A. Manufacturer's Warranty: Provide 5 yr manufacturers' material warranties for the self-adhered membrane and flashing.
- B. Installer's Warranty: Guarantee work under this Section in a document stating that if, within 2 yrs after the Date of Substantial Completion of the Work, any of the Work of this Section is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. State that the obligation of these Guarantees shall run directly to the Owner and may be enforced by the Owner against the Contractor, shall survive the termination of the Contract, and shall not be limited by conditions other than this Contract.

PART 2 – PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. General: Membrane shall be capable of performing as a continuous liquid-water drainage plane flashed to discharge to the exterior incidental condensation or water

penetration. Membrane assemblies shall be capable of accommodating substrate movement and of sealing substrate expansion and control joints, construction material changes, and transitions at perimeter conditions without deterioration and air / water leakage exceeding specified limits. The membrane barrier shall have the following characteristics:

1. It must be continuous, with all joints made airtight.
2. It shall have an air permeability not to exceed 0.004 cfm/sq ft under a pressure differential of 0.3 in. water (1.57 psf) when tested in accordance with ASTM E2178.
3. It shall be capable of withstanding positive and negative combined design wind, fan, and stack pressures on the envelope without damage or displacement, and shall transfer the load to the structure. It shall not displace adjacent materials under full load.
4. It shall be durable or maintainable.
5. The membrane shall be joined in an airtight and flexible manner to the water-resistant barrier material of adjacent systems, allowing for the relative movement of systems due to thermal and moisture variations and creep.

2.02 MANUFACTURERS

- A. Manufacturers' products and specifications are generally referred to for identification; the products of other manufacturers meeting the specifications and standards of the specified systems may be submitted for review. The burden of proof for "equal" materials is on the Contractor. Check specified items upon Contract signing and initiate submittals in time to allow early ordering so that the work is not delayed. Use new materials unless designated otherwise.
- B. Provide self-adhered membrane flashing and accessories from single source manufacturer.

2.03 MATERIALS

- A. Provide complete membrane system and accessories by GCP Applied Technologies or approved equal, consisting of the following system components:
- B. High-Temperature Self-Adhered Membrane
 1. Grace Ultra, 0.030 in. thick, self-adhering butyl rubber-based membrane with integrally bonded high-density cross-laminated polyethylene laminate.
 2. Equivalent material approved by Owner and Architect / Engineer.
- C. Self-Adhered Membrane
 1. Grace Perm-A-Barrier Wall Flashing, 0.040 in. thick, self-adhering asphalt rubber-based membrane with integrally bonded high-density cross-laminated polyethylene laminate.

2. Equivalent material approved by Owner and Architect / Engineer.
- D. Primer
1. Grace Perm-A-Barrier WB Primer, water-based latex primer.
 2. Equivalent material approved by Owner and Architect / Engineer.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify all site conditions and dimensions by field measurement in consideration of the special conditions associated with repairs to existing construction prior to development of submittals and to material fabrication, purchase, or delivery. Notify Owner and Architect / Engineer immediately of any inconsistency between field conditions and those shown on the Drawings.
- B. Before starting Work in a given area, examine all surfaces to receive waterproofing membrane for oils, contaminants, unsound substrates, or other conditions that may impair the installation. Promptly report any such conditions to Owner and Architect / Engineer. Correct all defective conditions before commencing Work.
- C. Round or chamfer all outside corners; ensure that corners are smooth and free of sharp protrusions.

3.02 GENERAL INSTALLATION

- A. Follow all manufacturers' recommendations, unless more stringent requirements provided herein. Ensure that surfaces to receive primer and membrane are clean and dry. Prime substrates as required to fully adhere the self-adhered membrane / high-temperature self-adhered membrane.
- B. Fully and completely adhere membrane to the primed substrate using a hard neoprene roller. Overlap sheets minimum 3 in. Wrinkles, open laps, blisters, perforations, or fishmouths in the membrane are not acceptable. Promptly repair defects in the membrane. Do not allow membrane installation defects to be concealed by work completed in accordance with other Sections of these Specifications.
- C. Configure membrane flashings to maintain laps to shed water; shingle flashings over onto metal flashings. Provide minimum 6 in. lap onto face of adjacent sheathing or waterproofing unless detailed otherwise.

3.03 PATCHING

- A. Promptly repair all rips, tears, or holes in the membrane using precut sheets of membrane that extend 6 in. beyond the damaged area in all directions.
- B. Extend patch sheets vertically and fit snugly against the lower edge of the membrane above to avoid creating backwater laps in the membrane.

- C. Seal all leading edges of membrane and the perimeter of all patches with compatible weather barrier sealant.

END OF SECTION

SECTION 07 24 19

EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work Included

1. The Work includes labor, materials, equipment, and services required for completion of Work under this Section, as shown on Drawings and as specified herein.
2. Provide blocking per Section 061000 – Carpentry as necessary to support and anchor exterior wall components as shown on the Drawings.
3. Provide new sheet metal flashing transitions where shown on the Drawings and wherever necessary per Section 076200 – Sheet Metal Flashing and Trim to provide a smooth and continuous substrate for the water-resistive barrier (WRB).
4. Provide drainable EIFS cladding and attendant accessories, including high-impact reinforcing mesh, fluid-applied WRB, and EIFS. Colors of EIFS finish coats per Owner's selection. Provide joints and reveals in EIFS to match existing locations.

B. Related Work

1. Section 06 10 00 – Carpentry.
2. Section 07 13 26 – Self-Adhered Membrane and Flashing.
3. Section 07 62 00 – Sheet Metal Flashing and Trim.
4. Section 07 90 00 – Sealants.
5. Section 09 29 00 – Exterior Sheathing.

1.02 STANDARDS

A. The following standards are incorporated into these Specifications. Unless noted otherwise, comply with the current version of these standards.

1. American Society of Testing and Materials (ASTM): As referenced.
2. International Code Council (ICC): As referenced.
3. California State Building Code: Current Edition, with all applicable local amendments.

1.03 SUBMITTALS

- A. Product Data: For each specified material, submit manufacturer's literature and installation instructions for materials specified or proposed for use on the Project, properly labeled and referenced to the appropriate Specification Section.
- B. Material Safety Data Sheets (MSDS): For each material where appropriate.
- C. Code Compliance Report: Manufacturer's code compliance report.
- D. Shop Drawings: After field measurement and documentation of all existing conditions, prepare Shop Drawings, coordinated among all participatory trades. Establish and accommodate existing constraints and the variance in existing conditions.
 - 1. Show locations and extent of WRB and EIFS and details of joints, penetrations, inside and outside corners, tie-ins with adjoining construction, and termination conditions.
 - 2. Provide Project-specific details, keyed to plans, and elevations.
 - 3. Shop Drawings shall be approved in writing by Manufacturer prior to submission.
- E. Manufacturer Certificates: Certifications by the producers that all materials supplied comply with the requirements of these Specifications and the appropriate standards and that the materials are suitable for the use specified herein.
- F. Samples for Initial Selection: Samples for each finish color and texture specified each properly labeled, minimum 12 in. by 12 in., three each.
- G. Qualification data: For manufacturer and installer.
- H. Maintenance Data: For EIFS to include in maintenance manuals.
- I. Warranty: Provide sample warrantees, as specified herein, prior to beginning Work. Provide executed warrantees upon project closeout.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: EIFS and WRB shall be manufactured and marketed by a firm with 30 yrs experience in the production and sales of EIFS and WRB systems.
- B. Installer Qualifications: The Installer must be engaged in the application of EIFS for a minimum of 5 yrs, be knowledgeable in the proper use and handling of the specified materials, employ skilled mechanics who are experienced and knowledgeable in EIFS application, and have successfully completed of minimum of ten projects of similar size and complexity to the specified project. Installer shall be certified, approved, or acceptable to the manufacturer to install products.
- C. Single Source: Obtain each type of material comprising the membrane flashing system from a single manufacturer for the duration of the Project.

- D. Project Foreman: The contractor shall designate a single individual as Project foreman who shall be on site at times during construction and repairs installation.
- E. Monitoring: Provide full-time monitoring of the progression of the Work to ensure that items are constructed in accordance with the Drawings, Specifications, and referenced standards. Replace deficient or rejected work at no cost to the Owner and in a manner so as to prevent delay to the Project.

1.05 MOCKUPS

- A. Construct in-situ full-scale mockup of typical EIFS-to-window wall assembly, comprising one typical bay, and test water infiltration in accordance with ASTM E331.
- B. Construct three finish mockups for color evaluation by Owner, minimum 5 ft by 5 ft each, including a horizontal and vertical reveal at each, and including two different field colors and one reveal color at each. Mockups may be in situ or stand alone.
- C. Mockups shall establish both the technical and aesthetic qualities for this Section. Use completed mockups to set a standard for acceptance for this work. Reconstruct the mockups as many times as necessary to meet the Architect / Engineer's approval without additional cost to the Owner.

1.06 PRECONSTRUCTION CONFERENCE

- A. Conduct a preconstruction conference held with representatives of the Owner, the Contractor, the Architect / Engineer, the Installer and EIFS Foreman, Manufacturer, and other involved trades to discuss the Work covered under this Section.

1.07 PROJECT CONDITIONS

- A. Work in conjunction with the other trades employed on the Project by promptly completing the Work of this Section as required to meet the project schedule so as not to impede other trades. Coordinate the Work of this Section with other trades so that the intent of the Drawings and Specifications is carried out. Coordinate with other trades to maximize efficient use of scaffolding and to minimize disruption time to the building.
- B. Maintain ambient and surface temperatures above 40°F (4°C) during application and drying period, minimum 24 hrs after application of WRB and EIFS. Provide supplementary heat for installation in temperatures less than 40°F (4°C).
- C. Maintain adequate ventilation during preparation and application of EIFS materials.

1.08 PROTECTION, HANDLING, AND STORAGE

- A. Keep materials dry while they are transported, stored, and delivered. Deliver materials in the manufacturer's unbroken containers. Store materials on pallets and cover with fireproof canvas tarpaulins completely, top to bottom. Polyethylene covers are not acceptable. Store materials in a secure area designated by the Owner with adequate tie-downs against wind gusts.

- B. Store elastomeric materials, adhesives, solvents, and sealants in their original containers and between 60°F and 80°F. If exposed to lower temperatures, restore to a uniform temperature of no less than 60°F prior to use.
- C. Materials shall be marked with the date of manufacture and shelf life. Do not use products beyond the expiration of their shelf life. Store flammable materials in a cool, dry, and protected area away from sparks and open flames.

1.09 WARRANTY

- A. Manufacturer's Warranty: Provide 12 yr manufacturer's standard warranty.
- B. Installer's Warranty: Guarantee Work under this Section in a document stating that if, within 2 yrs after the Date of Substantial Completion of the Work, any of the Work of this Section is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. State that the obligation of these Guarantees shall run directly to the Owner and may be enforced by the Owner against the Contractor, shall survive the termination of the Contract, and shall not be limited by conditions other than this Contract.

PART 2 – PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. System shall meet the performance and testing requirements of the following:
 - 1. ASTM E 2568 New PB Exterior Insulation and Finish Systems (EIFS).
 - 2. ASTM E 2570 Standard Test Methods for Evaluating Water-Resistive Barrier (WRB) Coatings Used Under Exterior Insulation and Finish Systems (EIFS) or EIFS with Drainage.
 - 3. ASTM E 2273 Standard Test Method for Determining the Drainage Efficiency of Exterior Insulation and Finish Systems (EIFS) Clad Wall Assemblies.
 - 4. ICC ES AC 235 Acceptance Criteria for EIFS Clad Drainage Wall Assemblies.
 - 5. ACC ES AC 12 Acceptance Criteria for Foam Plastic Insulation.
- B. System shall comply with NFPA 285 requirements.

2.02 MANUFACTURERS

- A. Manufacturers' products and specifications are generally referred to for identification; the products of other manufacturers meeting the specifications and standards of the specified systems may be submitted for review. The burden of proof for "equal" materials is on the Contractor. Check specified items upon Contract signing and

initiate submittals in time to allow early ordering so that the work is not delayed. Use new materials unless designated otherwise.

- B. Provide WRB, EIFS, and accessories from single source manufacturer.

2.03 MATERIALS

- A. EIFS: Provide complete drainable EIFS, StoTherm ci Classic by Sto Corp. or approved equal, consisting of the following system components:

1. Reinforcing Mesh
 - a. Standard Reinforcing Mesh: Sto Mesh by Sto Corp.
 - b. High-Impact Reinforcing Mesh: Sto Armor Mat XX by Sto Corp.
 - c. Detail Reinforcing Mesh: Sto Detail Mesh by Sto Corp.
2. Adhesive: Sto BTS Plus by Sto Corp.
3. Water-Resistive Barrier: Sto Gold Coat by Sto Corp.
4. Joint Compound (for WRB): Sto Gold Fill by Sto Corp.
5. Transition Compound (for WRB): StoGuard RapidFill by Sto Corp.
6. Transition Membrane (for WRB): StoGuard Transition Membrane by Sto Corp.
7. Insulation: Expanded Polystyrene (EPS) Insulation Board, nominal 1.0 lb/ft³ (16 kg/m³) in compliance with ASTM E2430, minimum 1 in. thick, maximum 4 in. thick.
8. Base Coat: Sto BTS Plus by Sto Corp.
9. Waterproof Intermediate Coat: Sto Flexyl by Sto Corp.
10. Primer: Sto Primer Sand by Sto Corp.
11. Finish Coat: Stolit 1.0 Fine Sand by Sto Corp.
 - a. Fin. 1 – Color to be determined by Owner.
 - b. Fin. 2 – Color to be determined by Owner.
 - c. Fin. 3 – Color to be determined by Owner.
12. Starter Track: Rigid polyvinyl chloride (PVC) track, Part No. STDE by Plastic Components, Inc., or equivalent.
 - a. Fasteners for Starter Tracks:

- (1) For Metal-Stud Walls: Type S-12 corrosion-resistant screws with minimum 3/8 in. (9 mm) penetration.
13. Drip Edge: One component polyvinyl chloride (PVC) drip edge with reinforcing mesh, Sto Mesh Corner Bead Standard by Sto Corp.
14. Corner Bead: One component polyvinyl chloride (PVC) corner reinforcement with reinforcing mesh, Sto Drip Edge Profile by Sto Corp.
15. Soffit Weep: Sto Drainage Strip by Sto Corp.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify site conditions and dimensions by field measurements in consideration of the special conditions associated with repairs to existing construction prior to development of Shop Drawings or submittals and to material purchase, fabrication, or delivery. Notify the Architect / Engineer immediately of any inconsistencies between field conditions and those shown on the Drawings.
- B. Prior to commencing work, inspect substrates for contamination, cracks, damage, deterioration, and moisture.
- C. Report deviations from the requirements of project specifications or other conditions that might adversely affect the WRB and EIFS installation to the General Contractor and Architect / Engineer. Do not start work until deviations are corrected.

3.02 SURFACE PREPARATION

- A. Remove surface contaminants.
- B. Protect rough openings, joints, and parapets.
- C. Fill large gaps between sheathing or voids around pipe, conduit, scupper, and similar penetrations with spray foam and shave flush with surface.
- D. Apply additional adhesive base coat as needed to float uneven surfaces flush.
- E. Allow adhesive base coat to fully cure and dry prior to application of WRB materials.

3.03 WRB INSTALLATION

- A. Apply WRB joint compound and transition compound by trowel over rough openings, sheathing joints, inside and outside corners, and tops of parapets and as shown on the Drawings. Immediately embed reinforcing mesh in the wet WRB joint compound and trowel smooth. Embed minimum 4 in. wide mesh at sheathing joints and minimum 9 in. (152 mm) wide mesh at rough openings, inside and outside corners, and tops of parapets. Apply WRB joint compound to fastener heads. Allow joint compound to dry as required by the manufacturer.

- B. Mix and apply WRB coating by roller over sheathing surface, including the dry joint compound, to a uniform wet mil thickness of 10 mils in one coat. Use 3/4 in. (19 mm) nap roller for glass-mat-faced gypsum sheathing. Protect coating from weather until dry.
- C. Coordinate installation of connecting air barrier components with other trades to provide a continuous airtight membrane.
- D. Coordinate installation of flashing and other moisture protection components with other trades to achieve complete moisture protection directing water to the exterior, not into the wall assembly, and drained to the exterior.

3.04 EIFS INSTALLATION

- A. EIFS workmanship is to comply with applicable recommendations provided by EIFS Industry Members Association (EIMA), to comply with details and recommendations provided by the manufacturer and as prescribed in these Specifications. Do not proceed with EIFS installation until associated WRB and flashings are installed. Coordinate work to incorporate upturned legs and ends of flashing into EIFS work.
- B. Provide minimum 3/4 in. (19 mm) wide expansion joints in the EIFS where they exist in the substrate or supporting construction, where the EIFS adjoins dissimilar construction or materials, and at changes in building height.
- C. Provide minimum 1/2 in. (13 mm) wide perimeter sealant joints at penetrations through the EIFS (windows, doors, etc.).
- D. Mix EIFS components according to manufacturer's recommended quantities, proportions, consistencies, ambient temperatures, and mixing times.
- E. "Back wrap" insulation board edges with detail mesh at bases of walls and at EIFS terminations. Mesh must be wide enough to adhere a 4 in. strip of mesh to the back of insulation board, fully wrap board edge, and extend a minimum 4 in. onto the exterior face of the insulation board.
- F. Rasp the interior lower face of insulation boards to provide a snug friction fit into the starter track.
- G. Starter Track
 - 1. Strike a level line at the base of the wall to mark where the top of the starter track terminates.
 - 2. Attach the starter track even with the line into the structure a maximum of 16 in. (406 mm) o.c. with No. 8 by 2 in. self-drilling self-tapping zinc-coated screws. Attach between studs into blocking as needed to secure the track flat against the wall surface.
 - 3. Butt sections of starter track together. Miter cut outside corners and abut. Snip front flange of one inside corner piece (to allow EPS board to be seated inside of track) and abut.

4. Install the starter track at other EIFS terminations as shown on the Drawings.
5. Splice Strips for Starter Track and Flashing
 - a. Starter Track, Window / Door Head Flashing, and Side Wall Step Flashing: Install 2 in. (51 mm) wide diagonal splice strips of detail mesh at ends of head flashings. Install minimum 4 in. (100 mm) wide splice strips of detail mesh between back flange of starter track, head flashings, and roof / side wall step flashing. Center the mesh so that it spans evenly between the back flange of the starter track or flashing and the sheathing. Embed the mesh in the wet WRB joint compound and trowel smooth.
 - b. Apply waterproof coating over the splice strip when the WRB joint compound is dry.
- H. Apply adhesive to the back of the insulation board with a 1/2 in. x 1/2 in. x 2 in. U-notch stainless steel trowel. Apply uniform ribbons of adhesive parallel with the SHORT dimension of the board so that when boards are placed on the wall, the ribbons will be VERTICAL. Apply adhesive uniformly so that ribbons of adhesive do not converge. Prevent applied adhesive from blocking the weep hole in the starter track.
- I. Immediately place insulation boards in a running bond pattern on the wall with the long dimension horizontal. Start by inserting the lower edge of the boards inside the starter track at the base of the wall until they contact the bottom of the track. Apply firm pressure over the entire surface of the boards to ensure uniform contact of adhesive. Bridge sheathing joints by a minimum of 6 in. (152 mm). Interlock inside and outside corners.
- J. Butt board joints tightly together to eliminate any thermal breaks in the EIFS. Care must be taken to prevent any adhesive from getting between the joints of the boards.
- K. Cut insulation board in an L-shaped pattern to fit around openings. Do not align board joints with corners of openings.
- L. Remove individual boards periodically while the adhesive is still wet to check for satisfactory contact with the substrate and the back of the insulation board, and for spacing between ribbons of adhesive. An equal amount of adhesive must be on the substrate and the board when they are removed as an indication of adequate adhesion. Do not use nails, screws, or any other type of non-thermal mechanical fastener.
 1. After insulation boards are firmly adhered to the substrate, fill any open joints in the insulation board layer with slivers of insulation or spray foam. Use spray foam that is identified by the spray-foam manufacturer as suitable for this use.
 2. Rasp the insulation board surface to achieve a smooth, even surface and to remove any ultraviolet ray damage.

- M. Trim, Reveals, and Projecting Aesthetic Features:
1. Attach features and trim where shown on Drawings with adhesive to the insulation board or sheathing surface. Slope the top surface of trim / features minimum 1:2 (27 deg) and the bottom of horizontal reveals minimum 1:2 (27 deg), or as shown on the Drawings.
 2. Cut reveals / aesthetic grooves with a hot knife, router, or groove tool where shown on the Drawings.
 3. Offset reveals / aesthetic grooves minimum 3 in. (75 mm) from insulation board joints.
 4. Do not locate reveals / aesthetic grooves at high-stress areas, such as corners of windows, doors, etc.
 5. A minimum 3/4 in. (19 mm) thickness of insulation board must remain at the bottom of the reveals / aesthetic grooves.
- N. Complete the backwrapping procedure by applying base coat to exposed edges of insulation board and approximately 4 in. (100 mm) onto the face of the insulation board. Pull mesh tight around the board and embed it in the base coat with a stainless steel trowel. Use a corner trowel for clean, straight lines. Smooth any wrinkles or gaps in the mesh.
- O. Base / Intermediate Coat and Mesh Application
1. Apply minimum 9x12 in. (225x300 mm) diagonal strips of detail mesh at flashing corners of windows, doors, and penetrations through the system. Embed the strips in wet base coat and trowel from the center to the edges of the mesh to avoid wrinkles.
 2. Apply detail mesh at trim, reveals, and projecting architectural features. Embed the mesh in the wet base coat. Trowel from the base of reveals to the edges of the mesh.
 3. For the first 6 ft above grade and at areas accessible to pedestrian traffic and other areas exposed to abnormal stress or impact, use high-impact mesh. Apply base coat over the insulation board with StoSilo spray equipment or a stainless steel trowel to a uniform thickness of approximately 1/8 in. (3 mm). Work horizontally or vertically in strips of 40 in. (1,016 mm) and immediately embed the mesh into the wet base coat by troweling from the center to the edge of the mesh. Butt the mesh at seams. Allow the base coat to dry.
 4. Standard Mesh Application: Apply base coat over the insulation board, including areas with high-impact mesh, with StoSilo spray equipment or a stainless steel trowel to a uniform thickness of approximately 1/8 in. (3 mm). Work horizontally or vertically in strips of 40 in. (1,016 mm) and immediately embed the mesh into the wet base coat by troweling from the center to the edge of the mesh. Overlap mesh not less than 2-1/2 in. (64 mm) at mesh seams and at overlaps of detail mesh. Feather seams and edges. Double

wrap inside and outside corners with minimum 2-1/2 in. (64 mm) overlap in each direction. Avoid wrinkles in the mesh. Fully embed the mesh so that no mesh color shows through the base coat when it is dry. Re-skim with additional base coat if mesh color is visible.

5. Sloped Surfaces: For trim, reveals, aesthetic bands, cornice profiles, sills, or other architectural features that project beyond the vertical wall plane more than 2 in. (51 mm), apply waterproof intermediate coat with a stainless steel trowel to the weather-exposed sloped surface and minimum 4 in. (100 mm) above and below it. Embed standard mesh or detail mesh in the waterproof base coat and overlap mesh seams a minimum of 2-1/2 in. (65 mm).
 6. Allow base / intermediate coats to thoroughly dry before applying primer or finish.
- P. Primer Application
1. Apply primer evenly with brush, roller, or proper spray equipment over the clean, dry base coat and allow to dry thoroughly before applying finish.
- Q. Finish Coat Application
1. Apply finish directly over the primed base / intermediate coats when dry. Apply finish by spraying or troweling with a stainless steel trowel, depending on the finish specified. Follow these general rules for application of finish:
 - a. Avoid application in direct sunlight.
 - b. Apply finish in a continuous application and work to an architectural break in the wall.
 - c. Weather conditions affect application and drying time. Hot or dry conditions limit working time and accelerate drying. Adjustments in the scheduling of work may be required to achieve desired results; cool or damp conditions extend working time and retard drying and may require added measures of protection against wind, dust, dirt, rain, and freezing. Adjust work schedule and provide protection.
 - d. Do not install separate batches of finish side by side.
 - e. Do not apply finish into or over sealant joints. Apply finish to outside face of wall only.
 - f. Do not apply finish over irregular or unprepared surfaces, or over surfaces not in compliance with the requirements of the Project Specifications.

3.05 PROTECTION

- A. Provide protection of installed materials from water infiltration into or behind them.

- B. Provide protection of installed materials from dust, dirt, precipitation, freezing, and continuous high humidity until they are fully dry.

3.06 CLEANING, REPAIR, AND MAINTENANCE

- A. Clean and maintain the EIFS for a clean appearance and to prevent water entry into and behind the system. Repair cracks, impact damage, spalls, or delaminations promptly.
- B. Maintain adjacent components of construction, such as sealants, windows, doors, and flashing, to prevent water entry into the wall assembly.

END OF SECTION

SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work Included

1. Sheathing transitions.
2. Copings and saddle flashings.
3. Head and sill flashings.
4. Miscellaneous building sheet metal flashing.
5. Associated sealant.

B. Related Work

1. Section 07 13 26 – Self-Adhered Membrane and Flashing.
2. Section 07 24 19 – Exterior Insulation and Finish System (EIFS).
3. Section 07 90 00 – Sealants.
4. Section 09 29 00 – Exterior Sheathing.

1.02 STANDARDS

A. The following standards are incorporated into these Specifications. Unless noted otherwise, comply with the current version of these standards.

1. American Society of Testing and Materials (ASTM): As referenced.
2. California State Building Code: Current Edition, with all applicable local amendments.

1.03 REFERENCES

- A. ASTM A167 Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
- B. ASTM A653 Specification for Steel Sheet, Zinc-Coated, (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM B32 Specification for Solder Metal.
- D. ASTM B209 Specification for Aluminum and Aluminum Alloy Sheet and Plate.

- E. ASTM B749 Specification for Lead and Lead Alloy Strip, Sheet, and Plate.
- F. ASTM D2092 Practices for Preparation of Zinc-Coated Galvanized Steel Surfaces for Paint.
- G. ASTM D4586 Specification for Asphalt Roof Cement – Asbestos Free.
- H. National Roofing Contractors Association (NRCA) Roofing Manual.
- I. Sheet Metal and Air Conditioning Contractors National Association (SMACNA) Architect / Engineer Sheet Metal Manual.
- J. Society for Protective Coatings (SSPC).
- K. FM Global (FMG) Loss Prevention Data Sheet 1-49.

1.04 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Material Compatibility: Provide materials that are compatible with one another under conditions of service and application required, as demonstrated by testing and field experience.
- C. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects.
 - 1. Temperature Change (Range): 120°F, ambient; 180°F material surfaces.

1.05 SUBMITTALS

- A. Product Data: Submit for each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Clearly indicate materials, configurations and profiles, jointing methods and locations, fastening methods and locations, flashing terminations, and installation details. Show joint layout and elevations for joints exposed to view from grade outside of building with dimensions. Shop Drawings shall be the original work product of the contractor. Reproductions or markups of the Drawings not permitted. Include the following:
 - 1. Identification of material, thickness, weight, and finish for each item and location in Project.

2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 4. Details of termination points and assemblies, including fixed points.
 5. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction.
 6. Details of special conditions.
 7. Details of connections to adjoining work, including transition saddles.
 8. Detail formed flashing and trim at a scale of not less than 1-1/2 in. per 12 in.
 9. Include three-dimensional axonometrics when depicting multiple-brake flashing and custom assemblies.
- C. Samples for Initial Selection: For each type of flashing or trim indicated with factory-applied colored finishes.
1. Include similar samples of trim and accessories involving color selection.
- D. Samples for Verification
1. Sheet Metal Flashing: 12 in. long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
 2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 in. long and in required profile. Include fasteners and other exposed accessories.
 3. Accessories and Miscellaneous Materials: Full-size sample.
- E. Manufacturer's Certification: Signed by the sheet metal fabricator certifying that the metal coating systems comply with the specified standards.
- F. Qualification Data: For fabricator and installer.
- G. Maintenance Data: For sheet metal flashing, trim, and accessories to include in maintenance manuals.
- H. Warranty: Provide sample of warrantees, as specified herein, prior to beginning Work. Provide executed warrantees upon project closeout.

1.06 QUALITY ASSURANCE

- A. General: Perform work in accordance with, but not limited to, Contract Documents approved Shop Drawings, Factory Mutual (FM) Global, NRCA Roofing and Waterproofing Manual, and manufacturer's instructions; the most stringent shall dictate.
- B. Fabricator Qualifications: Shop with a minimum of 5 yrs of experience that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- C. Installer Qualifications: Firm with a minimum of 5 yrs of experience in installation of sheet metal flashing and trim similar to that required for this Project.
- D. Provide effective full-time quality control over all fabrication and installation activities. Full responsibility for quality control shall remain with the Contractor.
- E. Perform inspections to ensure strict conformance to the Contract and approved Shop Drawings at all phases of construction. Inspect components for proper alignment and placement, attachment, workmanship, and damage. Inspect the work prior to covering any part of the Work of this Section or releasing for subsequent work by other trades.
- F. Obtain each type of material through one source from a single manufacturer for the duration of the project.

1.07 PRECONSTRUCTION CONFERENCE

- A. Conduct a preconstruction conference held with representatives of the Owner, the Contractor, the Architect / Engineer, the Installer, and other involved trades to discuss the work covered under this Section.

1.08 PROJECT CONDITIONS

- A. Verify that field measurements are as indicated on shop drawings.
- B. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.
- C. Do not apply sheet metal flashing during or with the threat of inclement weather. Do not work in rain, snow, winds gusting over 30 mph, or in the presence of any water.
- D. When stopping work, temporarily protect incomplete areas from exposure to water until work resumes.
- E. Coordinate Work of this Section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, protection of materials and finishes, and comply with published, approved manufacturer's recommendations.

- F. Dispose of all debris in a legal manner, off the site. Safely conduct debris to trucks or approved containers on the ground.
- G. If any unusual condition is discovered, stop work and promptly report this finding to the General Contractor and Engineer.

1.09 PROTECTION, HANDLING AND STORAGE

- A. Deliver products to site, store, handle, and protect in accordance with manufacturers / fabricator's instructions and recommendations.
- B. Deliver, store, and handle packaged materials in original containers with seals unbroken and labels intact until time of use.
- C. Discharge materials carefully and store on clean concrete or raised platform in secure dry area. Do not dump on ground.
- D. Stack preformed and prefinished material to prevent twisting, bending or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- E. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, discoloration, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- F. Do not store materials with strippable film in areas exposed to sunlight. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.10 WARRANTY

- A. Finish Warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal flashing and trim that show evidence of deterioration of factory-applied finishes with the specified warranty period.
 - 1. Exposed Flashing and Trim Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more the five Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 yrs from date of Substantial Completion.
- B. Installer's Warranty: Guarantee Work under this Section in a document stating that if, within 2 yrs after the Date of Substantial Completion of the Work, any of the Work of this Section is found to be defective or not in accordance with the Contract

Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. State that the obligation of these Guarantees shall run directly to the Owner and may be enforced by the Owner against the Contractor, shall survive the termination of the Contract, and shall not be limited by conditions other than this Contract.

PART 2 – PRODUCTS

2.01 SHEET MATERIALS

- A. Galvanized Steel: ASTM A653; minimum G90 galvanized coating; minimum 24 ga or as indicated on Drawings.
- B. Stainless Steel: ASTM A167, Type 302; 18-8 alloy; mill rolled #2D finish; minimum 24 ga or as indicated on Drawings.

2.02 ACCESSORIES

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Receivers, cleats, and cover plates shall be the same temper, thickness, and color as the base metal, unless otherwise specified.
- C. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating with neoprene washers.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel flat head rivets suitable for metal being fastened. "Pop rivets" are prohibited.
 - 2. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
 - 3. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
 - 4. Fasteners for Concrete: Masonry anchors in lengths sufficient to provide 1-1/4 in. embedment.

D. Solder

1. For Stainless Steel: ASTM B 32, Grade Sn60, 60% tin and 40% lead, with acid flux of type recommended by stainless steel sheet manufacturer.
2. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50% tin and 50% lead, or Grade Sn60, 60% tin and 40% lead, with acid flux of type recommended by galvanized steel sheet manufacturer.

E. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight. Refer to Section 07 90 00 Sealants.

F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement. Refer to Section 07 90 00 Sealants.

G. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.03 FABRICATION

A. Fabricate sheet metal flashings and related components in accordance with profiles and material thickness recommended by SMACNA except where more stringent requirements are indicated on Drawings or specified herein. Obtain field measurements for accurate fit before shop fabrication.

B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 in. in 20 ft on slope and location lines as indicated and within 1/8 in. offset of adjoining faces and of alignment of matching profiles.

C. As far as practicable, form and fabricate sheet metal in shop. Where on-site fabrication is required, provide work equal to shop quality.

D. Fabricate sheet metal flashings and related components of materials indicated on Drawings unless specified otherwise.

E. Fabricate sheet metal flashings and related components in thickness or weight needed to comply with performance requirements but not less than that specified for each application and metal.

F. Fabricate cleats and starter strips of same material as sheet, interlockable with sheet.

G. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's *Architectural Sheet Metal Manual* and by FM Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured or 22 ga, the more stringent shall dictate.

H. Form sections square, true and accurate in size, in maximum possible lengths and free of distortion or defects detrimental to appearance.

- I. Form edge metal in either 8 or 10 ft sections; lengths shorter than 8 ft may be used at end of runs, with a minimum of 2 ft.
- J. Fabricate inside and outside corners, intersections, and complex flashing conditions as a single unit in shop with properly folded, constructed, and mechanically fastened and soldered joints. After soldering, remove flux. Wipe and wash solder joints clean. Extend a minimum of 4 in. and not more than 8 in. in any direction.
- K. Exposed edges of metal flashing shall be folded and hemmed. Hem exposed edges on underside 1/2 in.; miter and seam corners.
- L. Mechanically fasten and solder (or weld) joints, splices, and transitions that are not designed for expansion.
 - 1. Fasten metal for strength by solid riveting, welding, or forming double lock seams.
 - 2. Seal for water tightness by soldering; after soldering, immediately remove all traces of acid or flux with an appropriate neutralizer, followed by repeated washing and scrubbing.
 - 3. Sealant filled joints may not be substituted for soldered joints: Use sealant where and as indicated on Drawings, and as specified herein.
- M. Allow for expansion and contraction at joints. Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 in. deep, filled with butyl sealant concealed with joints.
- N. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and related components, unless otherwise indicated.
- O. Provide saddle flashings for all flashings that intersect walls, columns, door jambs, etc. Saddle flashings shall be fabricated to weather board lap with adjacent flashings and / or weather-resistant barriers. Saddle flashings indicated on drawings are minimums and do not indicate all intersection or variations but are intended to indicate intent. All saddle flashings to be mechanically fastened and soldered watertight with minimum 4 in. flanges.
- P. Separate non-compatible metals and corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.

2.04 FINISH

- A. Protect mechanical and painted finishes on exposed surfaced from damage by applying a strippable, temporary protective coating before shipping.
- B. Variations in appearance of abutting or adjacent pieces are acceptable if they are within on-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are

acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

- C. Clean, degrease, neutralize and phosphate-treat galvanized sheet metal surfaces to receive paint finish in accordance with ASTM D2092, Method A.
- D. Copings, Exposed Flashings, and Accessories (non-stainless steel)
 - 1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70% PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacture's written instruction.
 - a. Color for Copings, EIFS Head Flashing and EIFS Edge Flashing: Closely match EIFS Fin. 1. Refer to Section 072419 Exterior Insulation and Finish System (EIFS).
 - b. Color for Other Exposed Flashings: Closely match adjacent finishes including cement plaster and tile. For cement plaster finish, refer to Section 099663 Silicone Elastomeric Coatings.
 - 2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify site conditions and dimensions by field measurements in consideration of the special conditions associated with the alteration of existing construction and reconstruction prior to development of Shop Drawings or submittals and to material fabrication or delivery. Notify the Architect / Engineer immediately of any inconsistencies between field conditions and those shown on the Drawings.
- B. Examine substrate conditions to determine acceptability for installation. Verify that substrates are acceptable for product installation in accordance with fabricator's instructions and recommendations.
- C. Do not begin installation until unsatisfactory conditions have been corrected.

3.02 PROTECTION

- A. Exercise care when working on and about roof surfaces to avoid damaging and puncturing membrane and flashings.
- B. Place plywood panels on membrane roof surfaces adjacent to Work of this Section as temporary protection during course of cutting and fabrication.
- C. Do not store sheet metal materials directly on roof surface. Place on pallets, plywood panels, or temporary sleepers.

- D. Protect interior of building from water intrusion during operations performed under this Section.

3.03 PREPARATION

- A. Allow wet substrates to dry thoroughly; clean debris from substrates.
- B. Install starter, edge strips, and cleats before starting installation.

3.04 INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with SMACNA's *Architectural Sheet Metal Manual*. Anchor sheet metal flashing and trim and other components of the work securely in place, with provisions for thermal and structural movement.
 - 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 - 4. Torch cutting of sheet metal flashing and trim is not permitted.
 - 5. Do not use graphite pencils to mark metal surfaces.
- B. Shop-Fabricate: Shop-fabricate work to greatest extent possible. Do not leave any exposed sharp metal edges or burrs on finished metal work to help prevent injury to workers or occupants.
- C. Install flashing to conform to details indicated on Drawings and included in NRCA and SMACNA manuals.
 - 1. Install shop-fabricated sheet metal work in accordance with final reviewed Shop Drawings.
 - 2. Install manufactured assemblies in accordance with final reviewed Shop Drawings and manufacturer's installation instructions.
- D. Install work watertight with components in true and accurate alignment with other components and related work, with joints accurately fitted, with corners reinforced and with surfaces free from dents.
- E. Metal Protection: Protect against galvanic action by painting surfaces with bituminous coating.

- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 in., except where pre-tinned surface would show in finished work.
1. Perform all soldering slowly with well-heated heavy (10 lbs/pair) irons with properly tinned clean blunt tips. Do not use torches for soldering.
 2. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Close clinch lock seams gently with a block of wood and mallet, then flux and show at least one full inch of continuous and evenly flowed solder. Whenever possible, do all soldering in flat position. All sloped and vertical seams shall be laced and soldered a second time.
 3. Wipe and wash clean soldered joints to remove all traces of acid from the flux immediately after the joints are made. Completely remove flux and splatter from exposed surfaces.
 4. Grind smooth excess solder as required for a flat and uniform surface at all exposed locations. Prepare soldered joints prior to painting where indicated.
 5. All soldered joints shall be mechanically fastened.
- G. Fit flashings tight in place. Make corners square, faces true and straight in planes, and lines accurate to profiles.
- H. Slope: Provide 1/2 in./foot minimum slope on all horizontal surfaces to prevent ponding, unless otherwise indicated. Install flashings to ensure diversion of moisture to exterior.
- I. Secure flashings in place using concealed fasteners. Use exposed fasteners only in locations indicated or authorized by Architect / Engineer.
- J. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 ft with no joints allowed within 24 in. of corner or intersection. Lap and seal all joints designed for expansion.
- K. Fastener Sizes: Use fasteners of sizes that will penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
1. Do not penetrate flashing within 1-1/2 in. of bottom of flashing unless noted otherwise. Apply electrical isolation material when fastening to dissimilar metal.
- L. Rivets: Mechanically fasten and solder all joints watertight, except at joints designed for expansion. After soldering, wash metal clean with neutralizing solution, rinse with water and wipe dry.
- M. Provide minimum 8 in. wide backer plates at all laps in accordance with SMACNA, of same material and thickness as sheet, set in continuous butyl sealant.
- N. Apply joint compound at slip joints or wherever metal-to-metal contact occurs and movement may occur.

- O. Install sealant and sealant accessories in accordance with Section 079000 Sealants.
- P. Coordinate sheet metal installation with work of other trades to ensure proper sequencing.

3.05 ADJUSTING AND ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 in. in 20 ft on slope and location lines as indicated and within 1/8 in. offset of adjoining faces and of alignment of matching profiles.
- B. Replace damaged material with new undamaged material prior to final acceptance.

3.06 CLEANING

- A. Clean sheet metal work; leave free from grease, finger marks, and stains.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.
- F. Remove scrap and debris from surrounding areas and grounds.

3.07 PROTECTION

- A. Protect installed Work of this Section from defacement or damage until final acceptance.

END OF SECTION

SECTION 07 90 00

SEALANTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work Included

1. Sealant and backing materials within, around, under, and between perimeter and other elements of the cladding, windows, doors, and joints between dissimilar materials and changes in plane.
2. Sealant and backing materials around window glazing perimeters.

B. Related Work

1. Section 07 13 26 – Self-Adhered Membrane and Flashing.
2. Section 07 24 19 – Exterior Insulation and Finish System (EIFS).
3. Section 07 62 00 – Sheet Metal Flashing and Trim.
4. Section 09 29 00 – Exterior Sheathing.

1.02 DEFINITIONS

- A. Use definitions in ASTM C 717.
- B. Non-Bleeding: Not capable of exuding liquid chemical components of sealant.
- C. Non-Staining: Not capable of discoloring joint substrate.
- D. Sealant System: Sealant, sealant backing, and primer intended for use in particular condition.

1.03 STANDARDS

- A. The following standards are incorporated into these Specifications. Unless noted otherwise, comply with the current version of these standards.
 1. American Society of Testing and Materials (ASTM): As referenced.
 2. California State Building Code: Current Edition, with all applicable local amendments.

1.04 SUBMITTALS

- A. Product Data: For each sealant product and accessory, submit manufacturer's technical data, guarantees, application recommendations, and application instructions, including cleaning and priming instructions and sealant limitations for

each type of material required. Include manufacturers' published data, or letter of certification, or certified test laboratory report indicating that each material selected complies or is suitable for the temperatures, movements, and weather conditions that will be encountered during the sealant's service life.

1. Written explanation to decipher code numbers used on material containers to record manufacturing dates.
 2. Test reports for sealant adhesion testing of sealants to substrates to ensure that the sealant adequately bonds. Tests shall be conducted per ASTM C793 and C719.
 3. Test reports shall be dated within 3 yrs of submittal date showing compliance with ASTM C920 and the standards C920 references.
- B. Material Safety Data Sheets (MSDS): For materials to be used.
- C. Shop Drawings: In schedule form including:
1. Joint location and designation.
 2. Product manufacturer, name, formulation, and color.
 3. Detail drawings for each installation condition, including joint conditions, sealant profiles, backings, substrates, and other application related information; manufacturer's standard drawing details are acceptable if necessary information is conveyed.
- D. Samples for Initial Selection: Submit manufacturer's standard bead samples consisting of strips of actual products to be exposed to view showing full range of colors available.
- E. Samples for Verification: Samples for each kind and color of sealant to be exposed to view, in 1/2 in. wide joints formed between two 6 in. long strips of material matching appearance of exposed surfaces adjacent to sealants.
- F. Product Test Reports: From an independent qualified testing agency, for compliance with contract requirements and testing in accordance with ASTM C719 and ASTM C902 using building substrates and production run materials for this project and application procedures in this specification.
- G. Qualification Data: For manufacturer and installer.
- H. Warranty: Provide sample of warrantees, as specified herein, prior to beginning Work. Provide executed warrantees upon project closeout.
- 1.05 QUALITY ASSURANCE
- A. Manufacturer Qualifications: Manufacturer shall demonstrate qualifications to supply products of this section by certifying the following:

1. Manufacturer must show evidence that the product has been manufactured by the same source for 15 yrs and successfully applied on a yearly basis for a minimum of 15 yrs on projects of similar scope and complexity.
 2. Manufacturer must not issue warranties for terms longer than they have been manufacturing their product.
 3. Manufacturer shall have available an in-house technical staff to assist the Applicator in application of the products and final inspection of the system specified herein.
- B. Installer Qualifications: Engage an experienced installer who has a minimum of 5 yrs of documented experience in the successfully completion of work of similar scope, size and complexity to the Work described herein. Firm shall staff the Work of this Section with only qualified personnel experienced in the application of this material. Installer shall be certified, approved, or acceptable to manufacturer to install products.
- C. Arrange with the materials manufacturer or distributor to provide a competent field representative at the worksite prior to application to instruct the work crews in the proper application procedures. The representative shall remain at the jobsite after Work commences and continue to instruct until the representative, the Applicator, and the Owner are satisfied that the crew has mastered the application successfully. Representative shall return following sealant cure and perform adhesion tests following cure. The manufacturer's field representative shall be fully qualified to perform the Work and is subject to the approval of the Owner. The Applicator is completely responsible for the expense of the services of the required manufacturer's field representative, and the Contract price shall include full compensation for costs in connection therewith.
- D. Perform a field adhesion test at a rate of one test for every 200 linear feet of sealant as specified in Part 3 of this Section. If sealant fails adhesively, perform additional tests and corrective action, including re-application of sealant, as required by the Architect.
- E. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- F. Preconstruction Field Adhesion Testing
1. Construct on site at least 21 days prior to pre-installation conference.
 2. Construct sealant joint mockup 5 ft long for elastomeric joint sealants specified in this Section.
 3. Position at location indicated by Architect / Engineer.
 4. Perform "field hand-pull adhesion test" described under Field Adhesion Test, one per each different substrate on the building exterior envelope. Pull test to be performed 21 days after application.

1.06 PRECONSTRUCTION CONFERENCE

- A. Conduct a preconstruction conference held with representatives of the Owner, the Contractor, the Architect / Engineer, the Installer, Manufacturer, and other involved trades to discuss the Work covered under this Section.

1.07 PROJECT CONDITIONS

- A. Work in conjunction with the other trades employed on the project by promptly completing the Work of this Section as required to meet the project schedule so as not to impede other trades. Coordinate the Work of this Section with other trades so that the intent of the Drawings and Specifications is carried out. Coordinate with other trades to maximize efficient use of scaffolding and to minimize disruption time to the building.
- B. Proceed with Work only when the forecasted weather conditions will permit Work to be applied in compliance with manufacturer's recommendations and when substrate is completely dry and free of debris, oils, solvents, or other materials that would adversely affect application of materials.
- C. Ensure substrates are dry and free of contaminants.
- D. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by manufacturer or are below 40°F or over 95°F.
 - 2. When joint substrates are damp or humidity conditions are outside limits permitted by sealant manufacturer.
 - 3. If inclement weather is forecast within 36 hrs.
- E. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- F. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.08 PROTECTION, HANDLING AND STORAGE

- A. All materials are to be of recent manufacture and delivered to the jobsite in original unopened containers with the manufacturer's name, number, batch identification, and date of production.
- B. Do not use materials whose shelf life has expired.
- C. Store at 80°F or less in a cool, dry area. Handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes. Promptly remove from site materials rejected by the Owner's Representative.

1.09 WARRANTY

- A. Manufacturer's Warranty for Silicone Sealants: Furnish warranty for a period of 20 yrs from Date of Substantial Completion agreeing to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified, signed by an authorized representative using the manufacturer's standard form.
- B. Manufacturer's Warranty for Other Sealants: Furnish warranty for a period of 5 yrs from Date of Substantial Completion agreeing to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified, signed by an authorized representative using the manufacturer's standard form.
- C. Installer's Guarantee: Guarantee Work under this Section in a document stating that if, within 2 yrs after the Date of Substantial Completion of the Work, any of the Work of this Section is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. State that the obligation of these Guarantees shall run directly to the Owner and may be enforced by the Owner against the Contractor, shall survive the termination of the Contract, and shall not be limited by conditions other than this Contract.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. General: Manufacturer's products and specifications are generally referred to for identification; except as noted, products of other manufacturers meeting the requirements itemized below may be submitted for approval. Unless approved by the Architect / Engineer, obtain materials from the same manufacturer whenever possible.
 - 1. Check for availability of specified items early and report long lead times that may impact the intended schedule to the Owner promptly to prevent delays in the work.
- B. Sealant
 - 1. Silicone General Purpose (S-GP): Single-Component, Non-sag, Neutral-Curing Silicone Joint Sealant, ASTM C 920, Type S, Grade NS, Class 50, for Use NT, G, A, and O; SWRI validation.
 - a. Dow Corning 795. Color as selected by the Architect / Engineer from manufacturer's standard colors.
 - 2. Silicone Weather Barrier (S-WB): Single-Component, Non-sag, Neutral-Curing Silicone Joint Sealant, ASTM C 920, Type S, Grade NS, Class 25, for Use NT; SWRI validation.
 - a. Dow Corning 758. Color, white.

3. Butyl Sealant (B): Butyl rubber-based sealant, ASTM C920, Type S, Grade NS, Class 7.5
 - a. Tremco Butyl Sealant. Color, black.
 - b. Approved equal.

2.02 PREPARATORY MATERIALS

- A. Joint Cleaner: As recommended by sealant manufacturer.
- B. Primer: Non-staining types recommended by sealant manufacturer to suit applications.
- C. Joint Filler: ASTM D1056, round, closed-cell, non-staining, non-gassing polyethylene foam rod, oversized 30% of the joint width. Surface skin of rod shall be continuous and unbroken and of sufficient thickness to preclude out-gassing and formation of voids in the overlying sealant.
- D. Bond Breaker Tape: Pressure-sensitive tape to which sealant does not bond, recommended by sealant manufacturer to suit applications, width as required.
- E. Weep Baffles: PVC coated open-cell reticulated foam, 40 pores per inch (ppi).
- F. Masking Tape: Non-staining, non-absorbent material compatible with sealants and surfaces adjacent to joints.
- G. Wherever sealants are not exposed to view, provide manufacturer's standard color that has the best overall performance characteristics for the application indicated.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, to verify actual locations, dimensions, and other conditions affecting performance of work.
 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 2. Verify site conditions and dimensions by field measurement. Notify the Architect immediately of inconsistency between the conditions found and those shown in the Drawings.
 3. Proceed with application only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. General: Prepare surfaces according to Manufacturer recommendations, except as modified herein.

- B. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
1. Remove all existing sealant from joints scheduled to be completely resealed.
 2. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 3. Clean concrete substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Use non-metallic brushes or grinding blade.
 4. Clean nonporous surfaces, such as metal or glass, with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 SEALANT APPLICATION

A. General

1. Perform preparation, application, and testing in accordance with the referenced standards, manufacturer's published product data, and approved written recommendations by the sealant manufacturer's field representative, except as otherwise stated in this Section.
 - a. Clean and prepare surfaces to receive sealant materials.
 - b. Use materials best suited to application as recommended by sealant manufacturers. Provide sealants essential in maintaining continued integrity of a watertight, weathertight barrier.
 - c. Apply sealant within recommended temperature ranges. Consult manufacturer when sealant cannot be applied within recommended temperature ranges.
2. Form joints as detailed on Drawings, concave, unless shown otherwise, free of air pockets and gaps, embedded matter, ridges and sags. Dry-tool joints to required configuration within 10 minutes of sealant application.

B. Joint Preparation

1. Examine joint dimensions and size materials to achieve required width-to-depth ratios.
2. Clean and prepare joints in accordance with manufacturer's written recommendations. Use two-cloth method to clean joints. Do not leave cleaner residue on surfaces to receive sealant.
3. Remove all existing sealant from joints scheduled to be completely resealed.
4. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
5. Clean concrete substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Use non-metallic brushes or grinding blade.
6. Clean nonporous surfaces, such as metal or glass, with chemical cleaners or other means that do not stain, harm substrates, or leave residue capable of interfering with adhesion of joint sealants.
7. Ensure that joint-forming materials are compatible with sealants.
8. Use joint filler to achieve required joint depths to allow sealants to perform properly. Use bond breakers where required.

C. Sealant Joint Construction

1. Sealant joints shall contain bond breaker tape, backer rod, or other approved means to allow the sealant to stretch freely while the joint moves, unless specifically detailed. Avoid three-sided adhesion in joints. Follow manufacturers' current written guidelines for application unless specifically noted in this Specification.
2. At fillet (triangular) joints, extend the sealant at least 3/8 in. onto the substrate beyond and parallel to the bond breaker tape or backer rod and at least 5/8 in. onto the substrate perpendicular to the tape or rod, unless detailed otherwise. The minimum thickness between the edge of the tape or rod and the surface of the sealant joint shall be 1/4 in., maximum 3/8 in.
3. The centerline depth of butt joints shall be one-half of joint width, with minimum depth of 1/4 in. and maximum depth of 1/2 in.
4. Inspect joints for proper width and immediately report noncompliance with the Specifications in writing to the Architect prior to application of sealant so adjustments can be made to provide proper joint sizes before joint is sealed.

5. Dual-stage joints shall have a minimum 1/4 in. deep drainage cavity between the exterior face of the secondary joint and the back-up material of the primary joint.
6. Keep sealants 1/2 in. minimum from asphalt based membranes unless otherwise noted.

D. Apply Primer

1. Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
2. Apply primer to substrates before backer rod installation. Apply primer to clean, dry substrates at ambient temperatures above 50°F.
3. Pour primer into a clean container for use. Do not pour more than a 10 minute supply into container to prevent deterioration. Replace cap on primer can immediately after use. Remove from the site primer that is discolored, contains a precipitate, or has thickened.
4. Apply primer with a clean brush. Do not apply primer to exposed surfaces beyond sealant. Mask surfaces before priming, except where surface irregularities will allow the primer to wick beneath the masking tape. Use only one coat of primer. Do not apply primer in a thick layer.
5. Allow primer to dry. Do not allow primer to become wet before sealant application.

E. Install Back-Up Material

1. Do not install back-up material until primers have completely dried.
2. Unless noted otherwise, install clean, dry joint filler/back-up rod or tape into joint openings against dry substrates. Remove wet materials from the jobsite. Replace backer rod not sealed over by the end of each day and solvent-clean surfaces again.
3. Place the backer rod or bond breaker so the sealant shape will meet the joint shape requirements of this Section and as shown on the Drawings.
4. Place the rod so the sealant depth measured at the center of the joint after tooling is one-half of the sealant joint width.
 - a. Minimum depth: 1/4 in.
 - b. Maximum depth: 1/2 in.

5. Change rod sizes as frequently as required by the variation in the joint width. Do not twist rods together. Butt ends of rods tightly. Provide a full range of rod sizes at the site of sealant work. Rods shall be at least 2 ft long.
 6. Do not touch with fingers or otherwise contaminate the substrate surfaces while inserting the backer rod or bond breaker tape.
 7. Do not rupture the skin of the closed-cell backer rod during installation. Remove rod containing punctures and solvent-clean the surfaces again.
 8. Use bond breaker tape where joint depth or geometry does not permit installation of backer rod.
 9. Install only as much backer rod as can be sealed in the same day.
- F. Apply Sealant
1. Inspect each cartridge or container of sealant before use and verify the production date is within six months of the date of application. Remove sealant more than six months old from the site.
 2. Mask exposed surfaces, not masked for priming, along joint before applying sealant.
 3. Recheck correct backer rod and bond breaker tape positioning before applying sealant.
 4. At weep areas of sealant where indicated on the Drawings (e.g., window heads), install foam weep baffle as shown on the Drawings. Recheck correct weep baffle positioning before applying sealant. Adhere the weep baffle in place with sealant at its ends and top surface; however, do not apply sealant to the weep surface (front face, rear face) of the weep baffle.
 5. Keep sealants 1/2 in. minimum from asphalt-based membranes unless otherwise noted.
 6. Apply sealant only to clean, dry, primed surfaces at ambient temperatures above 45°F. Seal joints within 10 hrs of primer application.
 7. Fill joints solidly and continuously with sealant, neatly applied with a standard caulking gun in a continuous motion, using a slight pressure. "Push" the sealant bead ahead of the nozzle; do not "drag" the nozzle.
 8. At fillet (triangular) joints, extend the sealant at least 3/8 in. onto the substrate beyond and parallel to the bond breaker tape or backer rod and at least 5/8 in. onto the substrate perpendicular to the tape or rod, unless detailed otherwise. The minimum thickness between the edge of the tape or rod and the surface of the sealant joint shall be 1/4 in.
 9. At butt joints, the centerline depth of joint shall be one-half of joint width, with minimum depth of 1/4 in. and maximum depth of 1/2 in.

10. Within 5 minutes of sealant application and before skin develops on sealant, dry tool the joint surface with a concave tool to ensure intimate contact with substrate and to eliminate air bubbles. Do not use liquid for tooling. Provide a smooth, uniform, finished surface. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
11. Remove masking tape within 10 minutes of tooling liquid sealant. Avoid contaminating adjacent surfaces with excess sealant. Remove traces of smears and droppings on metal or glass surfaces promptly, using a solvent recommended by the sealant manufacturer and that will not damage or discolor the building surfaces. Remove smears and droppings on porous surfaces by mechanical means after the initial cure of the sealant.
12. Coordinate work to prevent contamination of fresh sealant by dust or other debris.

G. Field Adhesion Tests

1. Perform adhesion pull tests after sealant is fully cured.
2. At field samples
 - a. Before sealant application is commenced, test materials for indications of staining and poor adhesion to substrate.
 - b. Perform after sealants have been applied for a minimum of 21 days and are fully cured.
 - c. Perform under observation of Manufacturer's technical representative.
 - d. Remove sealants that fail adhesively during testing. Retest failed applications until test results prove sealants comply with indicated requirements. Failed adhesion locations will require additional testing to determine the extent of repair.
3. Subsequent to commencement of sealant application
 - a. Perform under observation of manufacturer's technical representative.
 - b. Perform two tests for the first day of joints for each type of sealant and joint substrate. Perform one test for each week of sealant application thereafter.
 - c. Schedule tests at evenly spaced intervals during sealant application at discretion of the sealant manufacturer.
4. Remove sealants that fail adhesively during testing. Retest failed applications until test results prove sealants comply with indicated requirements. Failed adhesion locations will require additional testing to determine the extent of repair. Procedure:
 - a. Make knife cut through sealant from side to side of joint.

- b. At joint's sides, make two cuts approximately 2 in. long meeting cut made across joint width.
 - c. Place a mark on cut portion of sealant 1 in. from cut across joint width.
 - d. Use fingers to grasp 2 in. piece of sealant firmly between mark and cut across joint width.
 - e. Pull cut portion outward at an angle of 90 deg from sealant face.
 - f. Use a ruler to measure distance that sealant is pulled.
 - g. Pull uncut sealant out of joint to distance recommended by manufacturer for testing adhesive capability, but not less than a distance equal to maximum movement capability in extension.
 - h. Hold extended sealant for a minimum of 10 sec.
 - i. If adhesion is proper, sealant shall tear cohesively in itself or be difficult to adhesively remove from joint substrate.
5. Summarize each test result in test report. Submit the report to the Architect promptly. Indicate in the report:
- a. Sealants tested.
 - b. Joint substrates.
 - c. Cohesive failures.
 - d. Adhesive failures.
 - e. Pull distance used.
 - f. Actions to correct failures and non-complying conditions.
6. In absence of non-complying conditions, sealants that do not indicate adhesive failure from testing will be considered satisfactory.
7. Replace sealant removed from test locations by applying sealant in accordance with manufacturer's requirements for applying sealant to previously sealed joints.

3.04 SCHEDULE

- A. Sealant Schedule: Apply sealants in locations defined below and as indicated on the Drawings.
1. Exposed: S-GP.
 2. Concealed, in contact with self-adhered membrane flashing: S-WB.
 3. Concealed, lap joints in sheet metal: B.

3.05 PROTECTION AND CLEAN UP

- A. Avoid contaminating adjacent surfaces with sealant. Remove smears and droppings on adjacent surfaces.
- B. Remove traces of smears or droppings on metal or glass surfaces promptly using a solvent recommended by the manufacturer that will not damage or discolor the building surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this Section.

END OF SECTION

SECTION 09 29 00
EXTERIOR SHEATHING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Work Included

1. New exterior sheathing materials where the existing sheathing is removed.

B. Related Work

1. Section 07 13 26 – Self-Adhered Membrane and Flashing.
2. Section 07 24 19 – Exterior Insulation and Finish System (EIFS).
3. Section 07 62 00 – Sheet Metal Flashing and Trim.

1.02 STANDARDS

A. The following standards are incorporated into these Specifications. Unless noted otherwise, comply with the current version of these standards.

1. American Society of Testing and Materials (ASTM): As referenced.
2. California State Building Code: Current Edition, with all applicable local amendments.
3. Gypsum Association
 - a. GA-600 Fire Resistance Design Manual.
 - b. GA-253 Application of Gypsum Sheathing.
 - c. GA-254 Fire Resistant Gypsum Sheathing.

1.03 SUBMITTALS

- A. Product Data: For each specified material, submit manufacturer's literature and installation instructions for materials specified or proposed for use on the Project, properly labeled and referenced to the appropriate Specification Section.
- B. Material Safety Data Sheets (MSDS): For all materials, cleaners, and solvents used.
- C. Manufacturer Certificates: Certifications by the producers that all materials supplied comply with the requirements of these Specifications and the appropriate standards and that the materials are suitable for the use specified herein.
- D. Qualification Data: For Manufacturer and Installer.

- E. Warranty: Provide sample of warrantees, as specified herein, prior to beginning Work. Provide executed warrantees upon project closeout.

1.04 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Sheathing system shall be manufactured and marketed by a firm with a minimum of 20 yrs of experience in the production and sales of sheathing membranes. Manufacturers proposed for use but not named in these Specifications shall submit evidence of ability to meet all requirements specified, and include a list of projects of similar design and complexity completed within the past 5 yrs.
- B. Installer Qualifications: Engage an experienced installer who has a minimum of 5 yrs experience in the successful completion of work of similar scope, size, and complexity to the Work described herein. Firm shall staff the Work of this Section with only qualified personnel experienced in the application of this material.
- C. Single Source: Obtain each type of material comprising the sheathing system from a single manufacturer for the duration of the Project.
- D. Inspections: Perform inspections to ensure strict conformance to the Contract Documents at all phases of construction. Inspect components for proper alignment and placement, attachment, workmanship, and damage. Inspect the Work prior to covering any part of the Work described in this Section, or releasing for subsequent work by other trades.

1.05 PRECONSTRUCTION CONFERENCE

- A. Conduct a preconstruction conference held with representatives of the Owner, the Contractor, the Architect / Engineer, the Installer, and other involved trades to discuss the Work covered under this Section.

1.06 PROJECT CONDITIONS

- A. Work in conjunction with the other trades employed on the Project by promptly completing the Work of this Section as required to meet the project schedule so as not to impede other trades. Coordinate the Work of this Section with other trades so that the intent of the Drawings and Specifications is carried out. Coordinate with other trades to maximize efficient use of scaffolding and to minimize disruption time to the building.
- B. Exposure Limitation: Gypsum sheathing shall not be exposed to weather for more than 180 days.

1.07 PROTECTION, HANDLING, AND STORAGE

- A. Keep materials dry while they are transported, stored, and delivered. Deliver materials in the manufacturer's unbroken containers. Store materials on pallets and cover with fireproof canvas tarpaulins completely, top to bottom. Polyethylene covers are not acceptable. Store materials in a secure area designated by the Owner with adequate tie-downs against wind gusts.

1.08 WARRANTY

- A. Manufacturer's Warranty: Furnish warranty for a period of 5 yrs from the Date of Substantial Completion agreeing to repair or replace defective materials, signed by an authorized representative of manufacturer using standard form.
- B. Installer's Warranty: Guarantee Work under this Section in a document stating that if, within 2 yrs after the Date of Substantial Completion of the Work, any of the Work of this Section is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. State that the obligation of these Guarantees shall run directly to the Owner and may be enforced by the Owner against the Contractor, shall survive the termination of the Contract, and shall not be limited by conditions other than this Contract.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Gypsum Sheathing: Glass-mat gypsum board; ASTM C 1177, Type X; 5/8 in. and 1/2 in. to match thickness of the existing sheathing.
 - 1. DensGlass Gold, Type X, by Georgia-Pacific.
- B. Fasteners: Bugle head, self-drilling, self-tapping screws with Phillips-head recess of size, holding power, and other properties recommended by manufacturer; minimum 1 in. long, with corrosion-protective coating have a salt-spray resistance of more than 800 hrs according to ASTM B 117.
 - 1. Metal Framing Members less than 0.030 in. Thick: ASTM C 1002, Type S.
 - 2. Metal Framing Members from 0.033 in. to 0.112 in. Thick: ASTM C 954, Type S-12.
- C. Accessories: As recommended by the manufacturer.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify all site conditions prior to installing the Work of this Section. Notify the Engineer immediately of any inconsistency between conditions found and those shown on the Contract Drawings. Do not apply any materials unless the substrates are smooth, clean, and dry. If any unusual condition is discovered, stop work and promptly report this finding to the Engineer. Do not commence work until all defects are remedied.

- B. Examine all framing and substrates to receive Work of this Section. Verify that the face of framing members to receive Work of this Section vary no more than 1/4 in. from the plane the adjacent member faces, and that framing spacing does not exceed every 16 in. o.c., unless otherwise indicated.

3.02 SHEATHING INSTALLATION AND WORKMANSHIP

- A. Install sheathing in accordance with the Manufacturers' published instructions and product literature unless otherwise noted herein.
- B. Use maximum sizes possible to minimize joints. Install continuously stud-to-stud, spanning a minimum of two openings. Make all vertical joints at studs. Cut sheathing to fit accurately into opening. Gaps between panels shall not exceed 1/4 in. Do not force panels against each other.
- C. Fasten to studs at 8 in. o.c. Locate fasteners between 3/8 in. and 5/8 in. from ends and edges of sheathing boards, and no more than 5/8 in. from corners.
- D. Install fastener heads flush with the surface; do not countersink and do not overdrive fasteners. Install fasteners per the manufacturer's installation guidelines using a screw gun with a torque limiting drive. Board shall have firm, continuous contact against framing.

3.03 PROTECTION

- A. Protect gypsum sheathing from damage during installation and remainder of construction period according to manufacturer's instructions. Remove and replace gypsum sheathing exposed to sunlight for more than the number of days allowed by the manufacturer.

END OF SECTION

SECTION 09 96 63
SILICONE ELASTOMERIC COATINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included

1. Surface preparation and the application of paint systems on existing exterior portland cement plaster.
2. Protect existing surfaces not scheduled to receive paint.

B. Related Work

1. Section 07 90 00 – Sealants.

1.02 REFERENCES

A. The following Standards are incorporated into these Specifications. Unless noted otherwise, comply with the current version of these Standards.

1. Society for Protective Coatings (SSPC) standards as referenced in this Section.
2. ASTM D16 – Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
3. PDCA (Painting and Decorating Contractors of America) – Painting – Architectural Specifications Manual.
4. SSPC (Steel Structures Painting Council) – Steel Structures Painting Manual.

B. The following are incorporated into this specification by reference:

1. American Society of Testing and Materials (ASTM) International Standards.
2. Manufacturer's recommendations and guidelines, unless modified herein.

1.03 SUBMITTALS

A. Product Data: Manufacturer's technical literature for each product and system indicated.

1. Include manufacturer's specifications for materials, finishes, construction details, installation instructions, and recommendations for maintenance.

2. Include manufacturer's technical information and instructions for handling, storing, and applying each coating material proposed for use.
- B. Samples for Verification Purposes: Of each color and material to be applied, with texture to simulate actual conditions, on representative samples of actual substrate.
1. Submit samples on same type of substrate as that to receive application, 8 in. square.
 2. Step coats on samples to show each separate coat, including primers and block fillers as applicable. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
 3. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
- C. Product List: For each product indicated, including the following:
1. Cross-reference to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 2. Manufacturer's recommended spreading rate for each separate coat, including primers and block fillers as applicable, for each type of substrate as applicable.
- D. Manufacturer's Project Acceptance Document: Certification by the manufacturer that its product(s) are approved, acceptable, suitable for use in specific locations, for specific details, and for applications indicated, specified, or required and that a warranty will be issued.
- E. Qualification Data: For applicator.
- F. Maintenance Data: To include in maintenance manuals.
- G. Warranty: Provide sample of warrantees, as specified herein, prior to beginning Work. Provide executed warrantees upon project closeout.
- 1.04 QUALITY ASSURANCE
- A. Applicator Qualifications
1. Experience: Applicator with not less than 5 yrs of experience in performing specified Work similar to scope of this Project, with a record of successful in-service performance and completion of projects for a period of not less than 5 yrs and with sufficient production capability, facilities, and personnel to produce required Work.

2. Supervision: Applicator shall maintain a competent supervisor who is at Project site during times specified Work is in progress that is experienced in applying systems similar to type and scope required for Project.
 3. Manufacturer Acceptance: Applicator shall be certified, approved, licensed, or acceptable to manufacturer to apply products.
- B. Manufacturer's Technical Representative Qualifications: Direct employee of technical services department of manufacturer with minimum of 5 yrs of experience in providing recommendations, observations, evaluations, and problem diagnostics. Sales representatives are not acceptable.
- C. Mockups: Prior to application, provide mockup for each finish required to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution. Build mockup to comply with the following requirements, using materials indicated for the completed Work:
1. Prepare in-situ mockup of coating for each type of surface using same materials, tools, equipment, and procedures intended for actual surface preparation and application under actual use and environmental conditions.
 2. Verify effectiveness of surface preparation.
 3. Verify performance of coating.
 4. Verify coating adhesion to substrate as specified under Field Quality Control in this section.
 5. Provide mockup in the location and of the size indicated or, if not indicated, as directed by Architect / Engineer. Show typical components and requirements of installation.
 6. Clean exposed faces of mockup.
 7. Notify Architect / Engineer 7 days in advance of the dates and times when mockup will be installed.
 8. Demonstrate the proposed range of aesthetic effects and workmanship.
 9. Obtain Architect / Engineer's acceptance of mockups before starting application.
 10. Maintain mockups during construction in an undisturbed condition as a standard for review of the completed Work.
 11. Acceptance of mockups does not constitute acceptance of deviations from the Contract Documents contained in mockups unless such deviations are specifically noted by Contractor, submitted to Architect / Engineer in writing, and accepted by Architect / Engineer in writing.

12. Acceptable mockups may become part of the completed work.

1.05 PRE-INSTALLATION CONFERENCE

- A. Conduct a preconstruction conference held with representatives of the Owner, the Contractor, the Architect / Engineer, the Applicator, Manufacturer, and other involved trades to discuss the work covered under this Section.

1.06 PROJECT CONDITIONS

- A. Work in conjunction with the other trades employed on the project by promptly completing the Work of this Section as required to meet the project schedule so as not to impede other trades. Coordinate the Work of this Section with other trades so that the intent of the Drawings and Specifications is carried out. Coordinate with other trades to maximize efficient use of scaffolding and to minimize disruption time to the building.
- B. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50°F and 90°F unless otherwise permitted by manufacturer's written instructions.
- C. Do not spray coating in winds above 15 mph.
- D. Do not apply coatings in snow, rain, fog, or mist; when relative humidity exceeds 85%; or at temperatures less than 5°F above the dew point; or to damp or wet surfaces.
1. Allow wet surfaces to dry thoroughly and attain temperature and conditions recommended by manufacturer before starting or continuing coating operation.
- E. Prior to applying coating, ensure a minimum of 2 hrs of adequate temperature and humidity remains before start of nightfall or inclement weather.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45°F.
1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.
 3. Do not use materials after manufacturer's use-before date.
 4. Store materials in a clean, dry area indoors in accordance with manufacturer's instructions.

1.08 PROTECTION, HANDLING, AND STORAGE

- A. Keep materials dry while they are transported, stored, and delivered. Deliver materials in the manufacturer's unbroken containers. Store materials on pallets and cover with fireproof canvas tarpaulins completely, top to bottom. Polyethylene covers are not acceptable. Store materials in a secure area designated by the Owner with adequate tie-downs against wind gusts.
- B. Store elastomeric materials, adhesives, solvents, and sealants in their original containers and between 60°F and 80°F. If exposed to lower temperatures, restore to a uniform temperature of no less than 60°F prior to use.
- C. Materials shall be marked with the date of manufacture and shelf life. Do not use products beyond the expiration of their shelf life. Store flammable materials in a cool, dry, and protected area away from sparks and open flames.

1.09 WARRANTY

- A. Manufacturer's Warranty: Furnish manufacturer's written material and labor warranty signed by an authorized representative using manufacturer's standard form agreeing to furnish materials and labor required to repair or replace work which exhibits material defects caused by manufacture or design and installation of product. "Defects" is defined to include but not limited to deterioration or failure to perform as required and water penetration through the coating.
 - 1. Warranty Period: Manufacturer shall warrant the products to be free from material and labor defects for a period of 10 yrs from date of Substantial Completion.
- B. Applicator's Warranty: Furnish applicator's written workmanship warranty signed by an authorized representative using applicator's standard form agreeing to provide labor required to repair or replace work that exhibits workmanship defects. "Defects" is defined to include but not limited to deterioration or failure to perform as required and water penetration through the coating.
 - 1. Warranty Period: Applicator shall warrant the application to be free from workmanship defects for a period of 2 yrs from date of Substantial Completion.

1.10 MAINTENANCE

- A. Extra Materials: Furnish silicone elastomeric coating materials, from the same production run as the materials applied, in quantities described below. Package materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.
 - 1. Quantity: Furnish the Owner with an additional 5%, but not less than 1 gal. of each color applied.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Provide vapor-permeable silicone elastomeric wall coating, with crack bridging ability that is compatible with adjacent waterproofing systems and sealant materials.

2.02 MATERIALS, GENERAL

- A. Single Source Responsibility: Furnish each type of product from single manufacturer. Provide secondary materials only as recommended by manufacturer of primary materials.
- B. Material Compatibility: Provide silicone elastomeric finish coat system materials and related accessory materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by silicone elastomeric coating manufacturer based on testing and field experience.
 - 1. For each material or coat, provide products and spreading rates recommended in writing by silicone elastomeric coating manufacturer for use on substrate indicated.

2.03 COATINGS

- A. Elastomeric Coating: One-component, elastomeric, silicone, breathable, colored, high-solids, UV-resistant architectural coating
 - 1. AllGuard Silicone Elastomeric Coating by Dow Corning.
 - 2. Composition: Pigmented, water-based, silicone elastomer.
 - 3. Color: As selected by Owner's Representative.
 - 4. Solids content: 58.6% by weight, tested in accordance with ASTM D2369.

2.04 ACCESSORY MATERIALS

- A. Provide the following related accessory materials necessary for complete installation of silicone elastomeric coating system as recommended by silicone elastomeric coating manufacturer for substrate conditions and application requirements.
- B. Sealant: Silicone elastomeric coating manufacturers recommended, factory-formulated sealant – Exterior Non-sag Silicone Sealant. Refer to Section 07 90 00 – Sealants.
- C. Primer: Compatible with surfaces and coating and approved by manufacturer.
- D. Crack Fillers: Compatible with surfaces and coating and approved by manufacturer.
- E. Masking Tape: Non-staining, nonabsorbent material compatible with coatings and adjacent surfaces.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Acceptance of Surfaces and Conditions: Examine substrates to receive products and systems and associated work for compliance with requirements and other conditions affecting performance. Proceed only when unsatisfactory conditions have been corrected in a manner complying with Contract Documents. Starting work within a particular area will be construed as acceptance of surface conditions.
- B. Begin coating only when moisture content of substrate is 12% or less when measured with an electronic moisture meter.
- C. Substrates
 - 1. Existing: Verify suitability of substrates including surface conditions and compatibility with existing finishes and primers.

3.02 APPLICATION, GENERAL

- A. Application Quality Standards: In addition to standards listed elsewhere, perform Work according to following, unless otherwise specified:
 - 1. Respective manufacturer's written application instructions.
 - 2. Accepted submittals.
 - 3. Contract Documents.

3.03 PREPARATION

- A. General: Comply with manufacturer's instructions, recommendations, and specifications for cleaning and surface preparation. Surfaces shall have no defects, contaminants, or errors that would result in poor or potentially defective application or would cause latent defects in Work.
- B. Remove items already installed that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating. After completing coating operations in each area, reinstall items removed, using workers skilled in trades involved.
- C. Cleaning: Before applying coatings or other surface treatments, clean substrates of substances that could impair bond of coating systems. Remove oil and grease before cleaning. Schedule cleaning and coating application so dust and other contaminants will not fall on wet, newly coated surfaces.

- D. Surface Preparation: Clean and prepare surfaces to be coated according to manufacturer's written instructions for the particular substrate conditions and as specified.
1. Cementitious Surfaces: Prepare concrete, concrete masonry, stucco, and similar surfaces to receive coatings. Remove efflorescence, chalk, dust, dirt, release agents, grease, oils, and similar conditions by water-blasting followed by a clear water rinse.
 - a. Remove mildew and neutralize surfaces according to manufacturer's written recommendations before patching materials are applied.
 - b. Roughen as required to remove glaze. Use abrasive blast-cleaning methods if recommended by coating manufacturer.
 - c. If hardeners or sealers have been used to improve concrete curing, use mechanical methods for surface preparation.
 - d. Determine alkalinity and moisture content of surfaces to be coated by performing appropriate tests. Do not apply coatings over surfaces where moisture content exceeds that permitted in manufacturer's written instructions.
 2. Crack Repair: Remove dust and dirt from around cracks. Remove mildew by sterilizing before filling.
 - a. Small defects and cracks (non-structural – less than 1/16 in. wide): Repair with sealant, spread over 2 in. wide area over the center of the crack and feather to zero. Allow a minimum 24 hrs to cure before over-coating.
 - b. Large defects and cracks (non-structural – more than 1/16 in. wide): Rout to 1/4 in. by 1/4 in. deep. Vacuum and air-blow with oil-free air dust and debris and fill with sealant. Allow a minimum 24 hrs to cure before over-coating.
 - c. Structural cracks of any thickness must be repaired and stabilized to prevent movement.
- E. Repair spalls with repair mortar following manufacturer's installation instructions.
- F. Material Preparation: Mix and prepare materials according to coating manufacturer's written instructions.
1. Stir materials before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film that may form into material. Remove film and, if necessary, strain coating material before using.
 2. If manufacturer permits thinning, use only thinners recommended by manufacturer, and only within limits recommended by manufacturer.

- G. Protect surrounding areas and surfaces not intended to be coated from damage during surface preparation and application.
1. Misapplied uncured or partially cured coating on non-porous surface shall be removed by wiping with dry clothes or cloths wet with mineral spirits followed by dry cloths. Cured coating may be removed from nonporous surfaces such as glass or metal by razor scraping. Removal from porous surfaces such as stone, concrete or wood should be attempted as described above for non-porous surfaces. It may be necessary to abrade sandblast or sand the cleaned porous surface to remove all traces of stain. Plants and animal life should be removed from exposure or provided with positive protection from overspray or misapplication of coating.
 2. Removal of misapplied coatings is the responsibility of the applicator.
 3. After the coating is applied, the contractor shall remove all masking and other protection and clean up any remaining defacement caused by this work.

3.04 APPLICATION OF SILICONE ELASTOMERIC COATINGS

- A. General: Apply silicone elastomeric coatings to exposed surfaces indicated, according to manufacturer's written instructions.
- B. Coating: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Apply uniform, pinhole-free coating in two separate coats at spreading rate required to achieve a minimum dry film thickness of 0.010 in. (10 mils). Apply coating in accordance with manufacturer's instructions at locations indicated on the drawings.
1. The number of coats and film thickness required are the same regardless of application method.
 2. Each application should be applied at a wet thickness of 0.006 to 0.007 in. (6 to 8 mils WFT) per coat, depending on surface condition.
 3. The second coat may be applied when the first coat is tack free to the touch. A tack free condition will usually take at least 1 hr at 70 to 80°F; cooler temperatures may require more time. Full curing will usually take seven to 10 days and can be verified by absence of solvent odor.
 4. Ensure surfaces to receive coating are clean, dry, structurally sound, and free of frost and frozen materials. Application at temperature below 40°F should be done with caution due to the possibility of dew or frost on the surface and long drying time.
 5. Do not dilute coating.
 6. Ensure silicone sealants to be coated are fully cured and clean.

7. If undercoats or other conditions show through final coat, apply additional coats until coating film is of uniform finish, color, and appearance.
 8. Ensure that surfaces, including edges, corners, and crevices, receive a dry film thickness equivalent to that of flat surfaces.
 9. Allow sufficient time between successive coats to permit proper drying.
 10. Do not recoat surfaces where application of another coat would cause undercoat to lift or lose adhesion.
- C. Application Procedures: Apply silicone elastomeric coatings by rollers or brushes.
1. Rollers: Use professional-quality quick-release rollers of carpet, velvet back, or high-pile sheep's wool covers as recommended by the manufacturer for material and texture required.
 2. Minimum Coating Thickness: Apply each material no thinner than manufacturers recommended spreading rate. Provide total dry film thickness as recommended by the manufacturer.
- D. Roller Application: Keep the cover wet at all times; do not dry roll. Work in sections. Lay on required amount of material, working material into grooves and rough areas; then level material, working it into surface.
- E. Completed Work: Match accepted samples for color, texture, and coverage. Remove, refinish, or recoat work not complying with specified requirements. Finish elastomeric coating shall have no pinholes, spotting, holidays, laps, brush marks, runs, sags or other visible surface imperfections and shall fully coat the wall surface.

3.05 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Manufacturer's qualified technical representative shall inspect first day's Work and periodically inspect Work to ensure application is proceeding in accordance with manufacturer's designs, recommendations, instructions, and warranty requirements. Representative shall submit written reports of each visit indicating observations, findings, and conclusions of inspection.
- B. Verify total dry film thickness of coating is as specified using dry film gauge. Coating thickness may be verified by measuring the thickness of the cured coating piece with a micrometer.
- C. Verify wet film thickness of coating in each coat is as specified using wet film gauge periodically during installation.
- D. Field Adhesion Testing
1. Cross Hatch (X) Method: Verify coating adhesion to substrate following full cure.

- a. Cut a small "X" in coating down to substrate.
- b. Start at crossover point of "X" and lift an edge of coating with sharp blade until it can be held with fingertips.
- c. It should not be possible to peel coating from surface.
- d. Good adhesion will be evident by breaking of coating film.
- e. Repaint adhesion test area.
- f. Frequency
 - 1) Mockup: At least three.
 - 2) In-construction: At least ten.

2. Cheesecloth Pull-Test

- a. Imbed a cheesecloth strip 1 in. by 12 in. in the wet coating.
- b. Apply second coating over the cheesecloth at recommended rate.
- c. Allow seven to 14 days of cure time.
- d. Test adhesion of the coating by pulling the uncoated part of the cheesecloth at a 180 deg angle at a slow, steady rate.
- e. Inspect and note the percentage failure.
- f. At least 80% of the coating shall remain on the substrate.
- g. Frequency
 - 1) Mockup: At least three.
 - 2) In-construction: At least ten.

E. Patch test areas in accordance with manufacturer's instructions.

F. Check coating for film characteristics or defects that would adversely affect performance or appearance.

G. Correct nonconforming work.

3.06 CLEANING

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from the Project site.

- B. After completing coating work, clean glass, and spattered surfaces. Remove spattered coatings by washing, scraping, or other methods, being careful not to scratch or damage adjacent finished surfaces.

3.07 PROTECTION

- A. Protect work of other trades from damage whether being coated or not. Correct damage by cleaning, repairing, replacing, and recoating as approved by the Architect. Leave in an undamaged condition.
- B. Protect applied coating from rain or damage until fully cured.
- C. Provide "Wet Paint" signs to protect newly coated finishes. Remove temporary protective wrappings provided by others to protect their work after completing coating operations.
- D. After construction activities of other trades are complete, touch up and restore damaged or defaced coated surfaces.

END OF SECTION

Consultant

No.	Date	Description	By
3	11/20/17	Bid Set	ALH
2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

**EIFS EXTERIOR WALL
REPLACEMENT
EDMUND D. EDELMAN
CHILDREN'S
COURT**
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754
Project

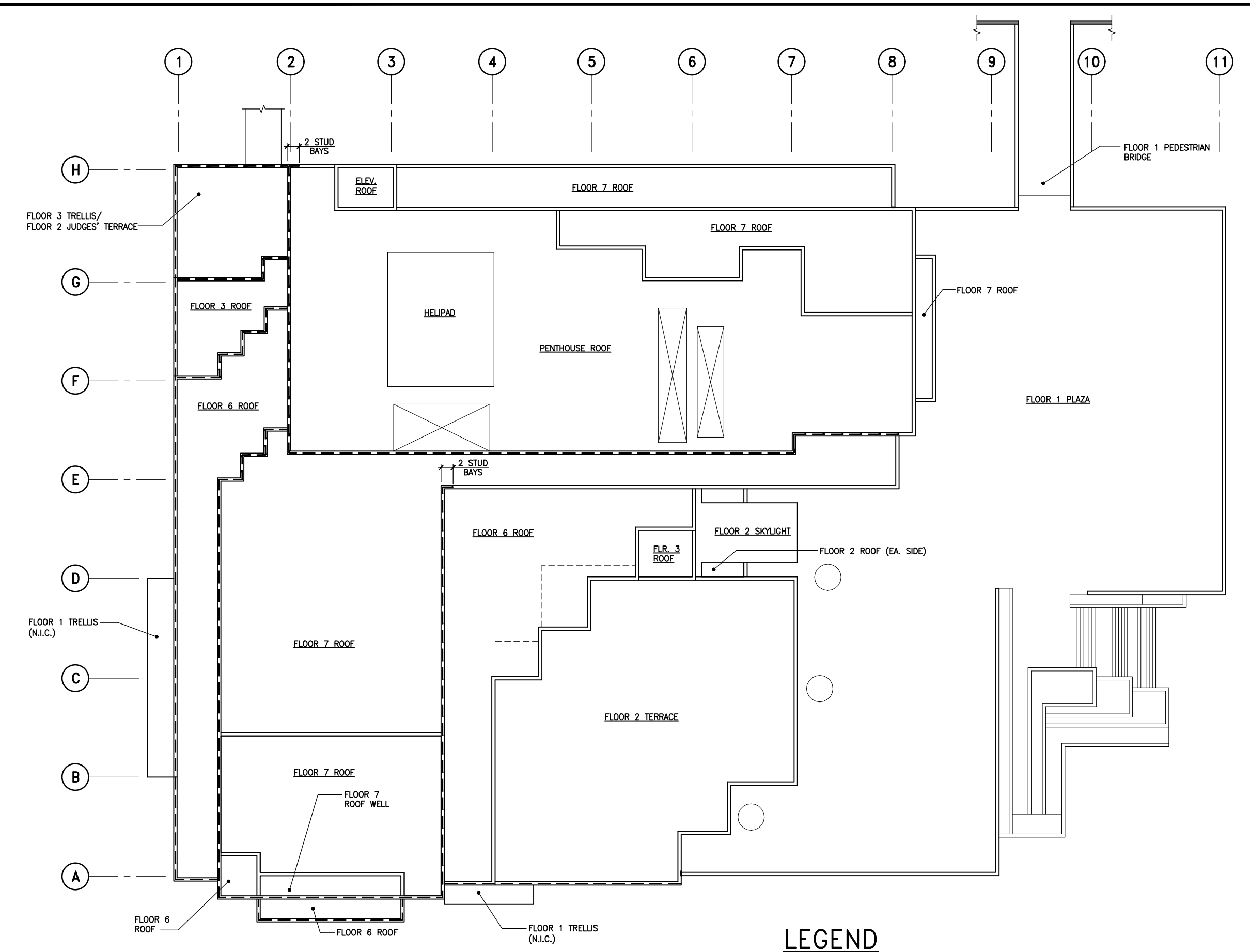
**PHASING PLANS
AND NOTES**

Drawing Title

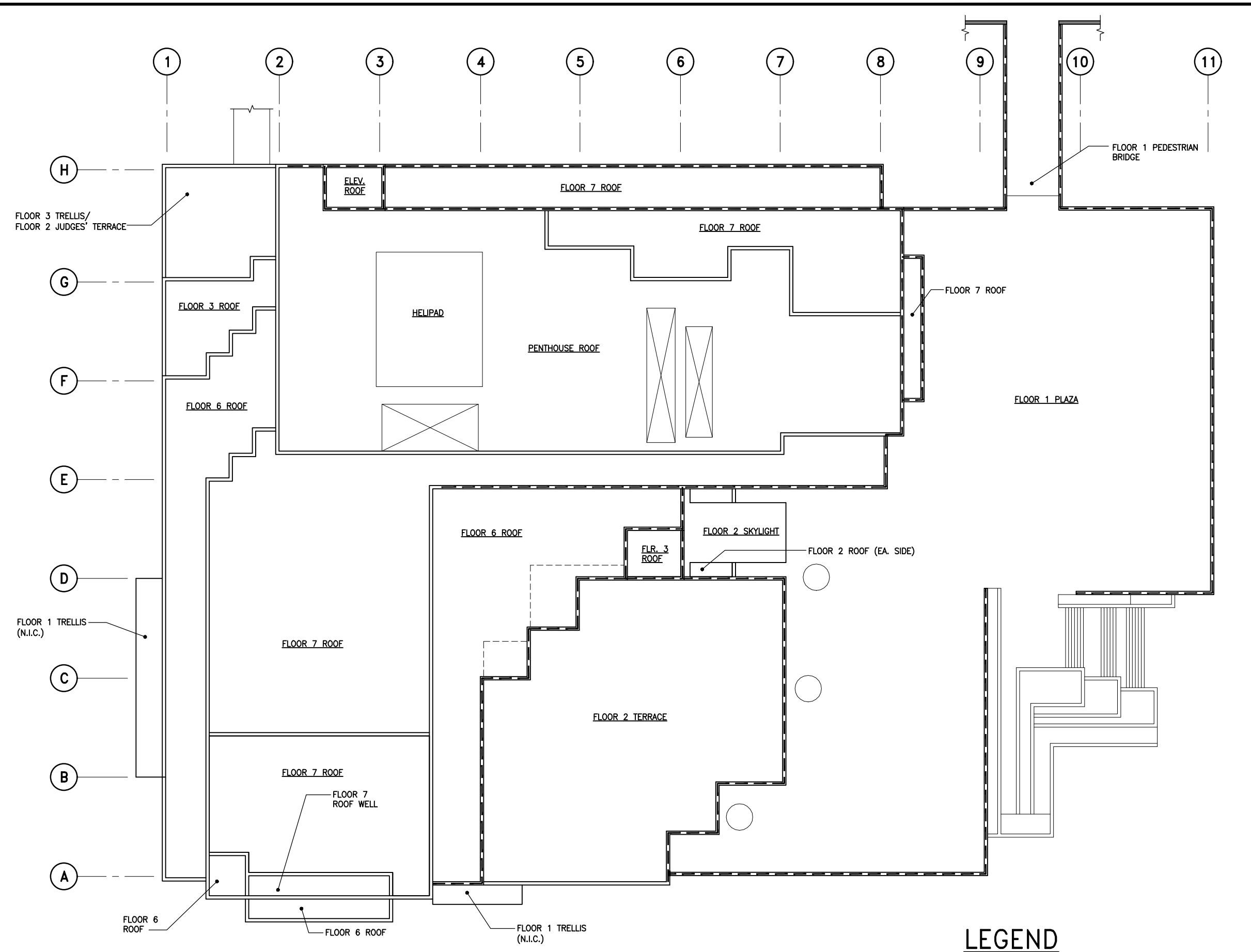
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Drawn PA	Approved ALH	Scale AS NOTED

Seal

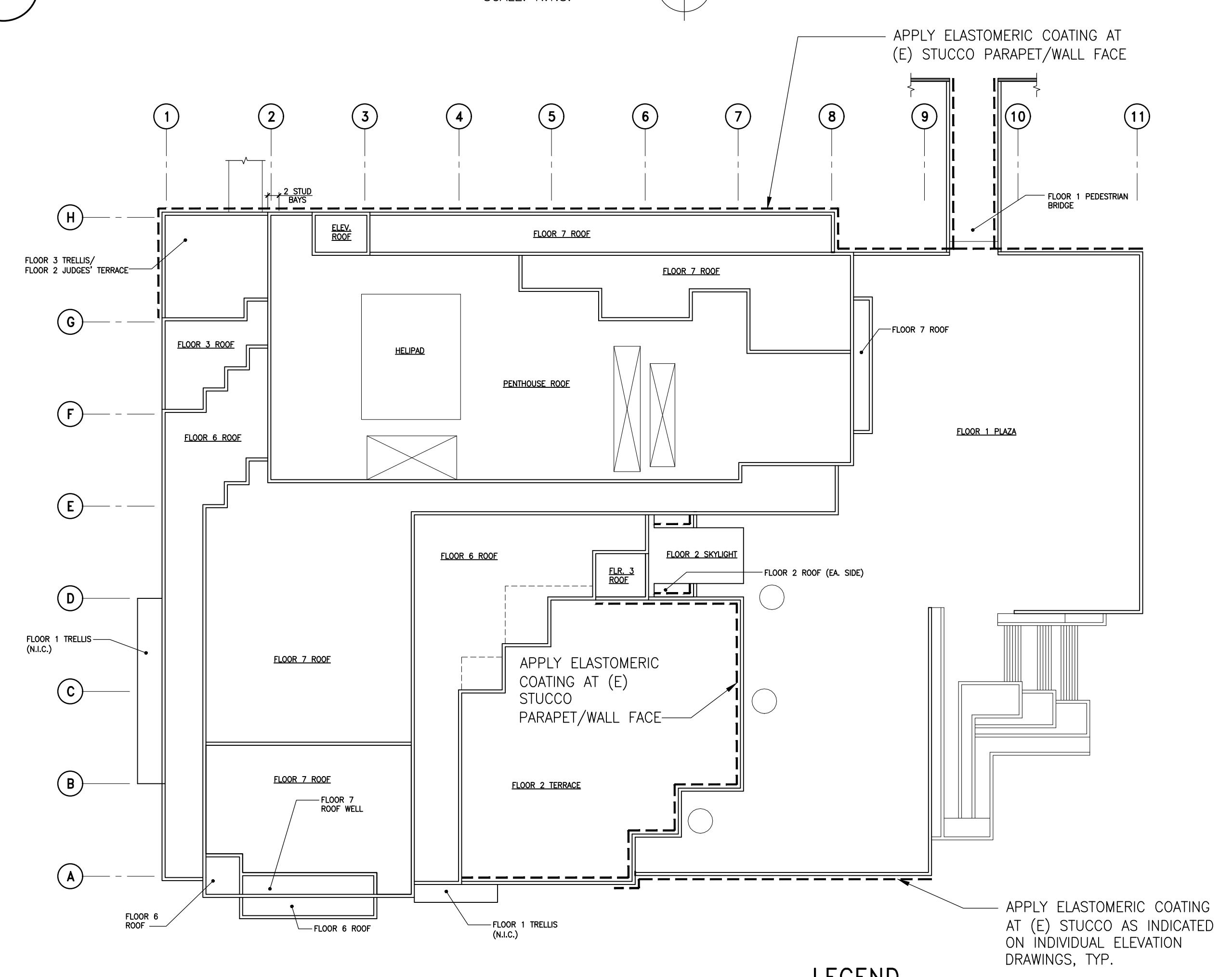
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1 PHASE 1: EIFS AND SEALANT
SCALE: N.T.S.



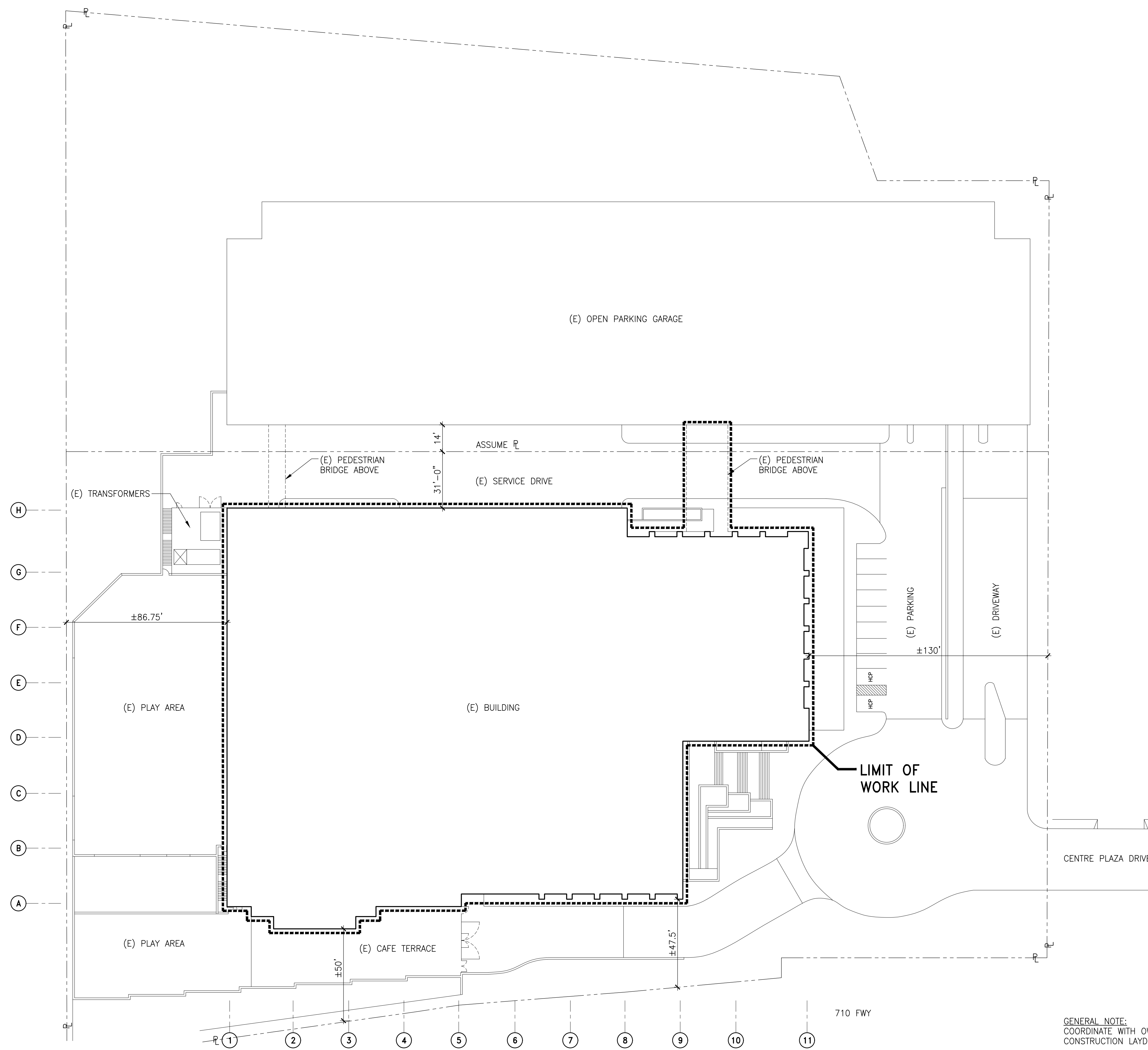
2 PHASE 2: EIFS AND SEALANT
SCALE: N.T.S.



3 PHASE 3: ELASTOMERIC COATING
SCALE: N.T.S.

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Consultant



GENERAL NOTE:
 COORDINATE WITH OWNER FOR
 CONSTRUCTION LAYDOWN AREA.

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1 SITE PLAN
 APPROX. SCALE: 1"=30'-0"
 N

No.	Date	Description	By
3	11/20/17	Bid Set	ALH
2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

**EIFS EXTERIOR WALL
 REPLACEMENT
 EDMUND D. EDELMAN
 CHILDREN'S
 COURT
 201 CENTRE PLAZA DRIVE
 MONTEREY PARK, CA 91754**
 Project

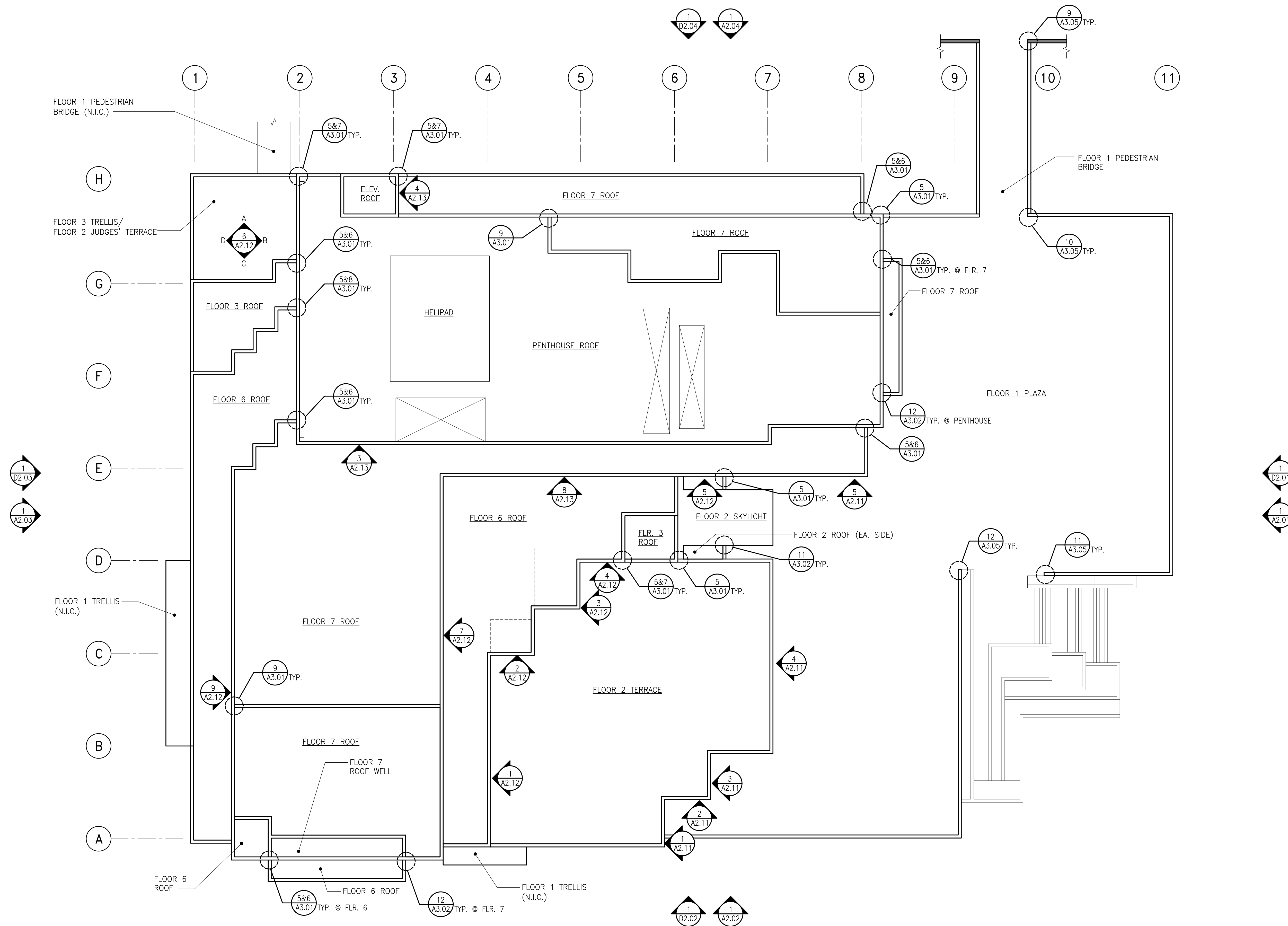
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 (FOR REFERENCE ONLY)**
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Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED

Drawing No.
A1.00
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Consultant



1 COMPOSITE PLAN SCALE: 1/16"=1'-0"

No.	Date	Description	By
3	11/20/17	Bid Set	ALH
2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

**EIFS EXTERIOR WALL
REPLACEMENT
EDMUND D. EDELMAN
CHILDREN'S
COURT**
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754
Project

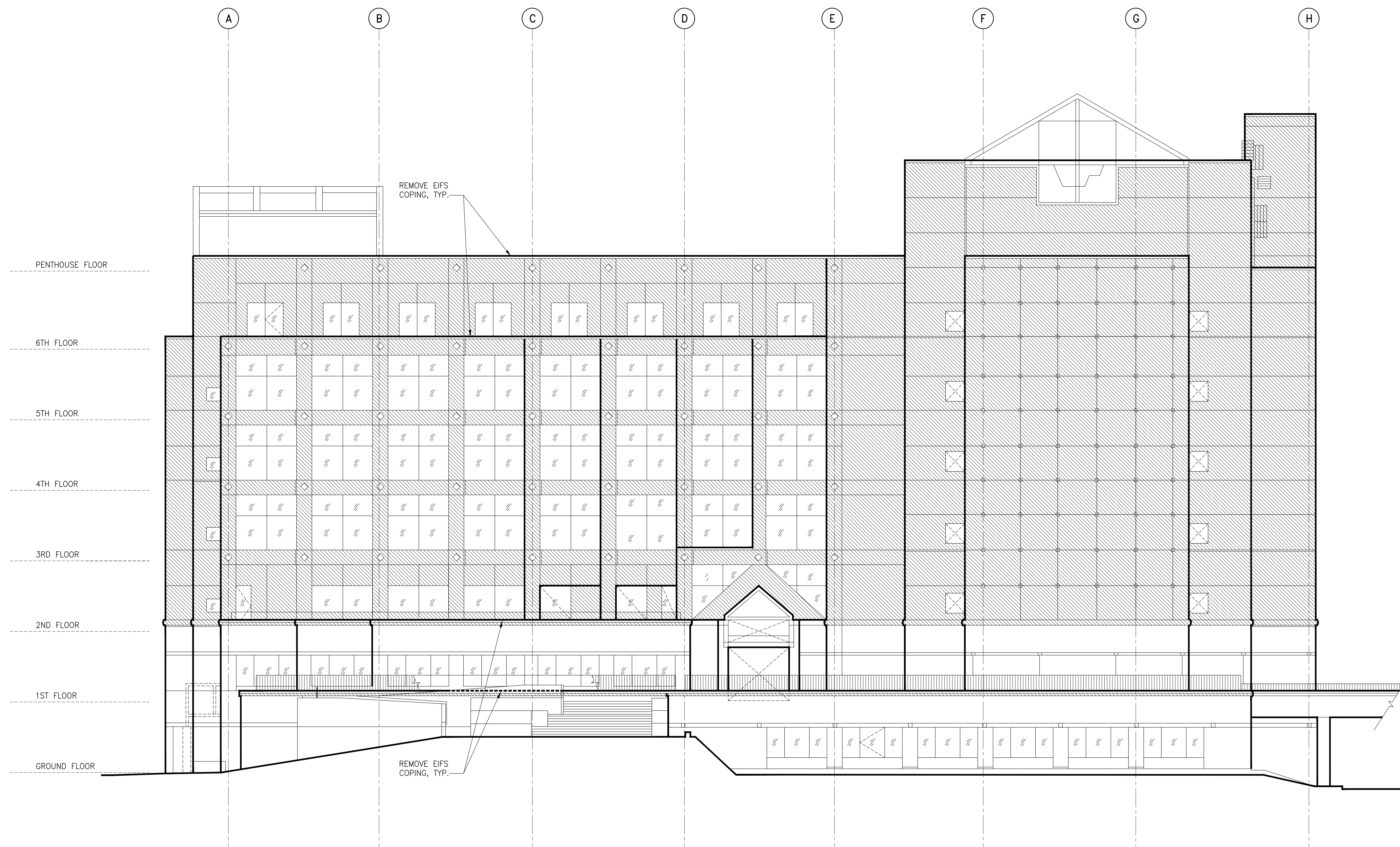
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Drawing No.
A1.01

Consultant



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1 DEMOLITION - NORTH ELEVATION
APPROX. SCALE: 1"=10'-0"

LEGEND
[Hatched Box] REMOVE (E) EIFS AND EXTERIOR SHEATHING

No.	Date	Description	By
3	11/20/17	Bid Set	ALH
2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

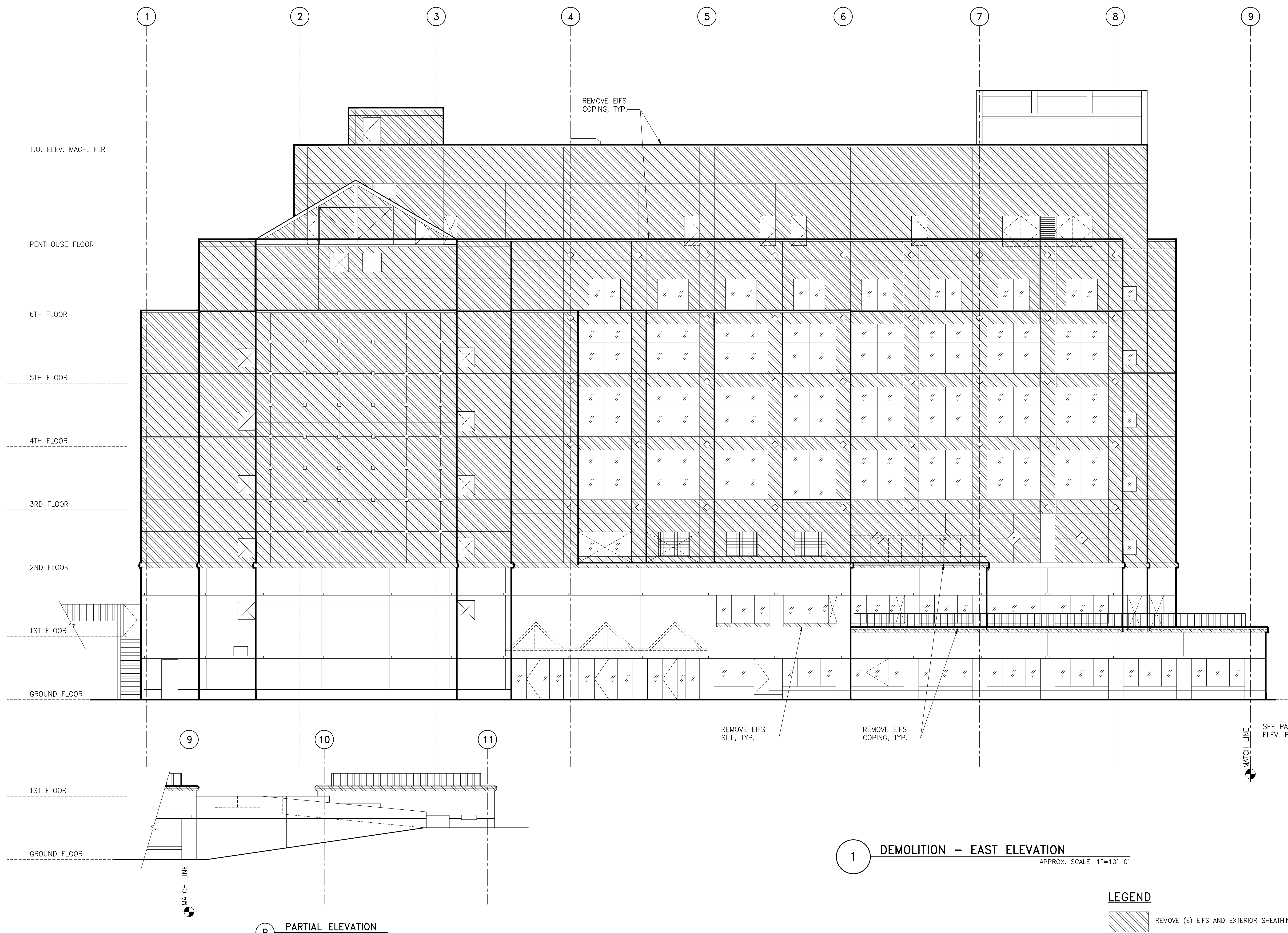
**EIFS EXTERIOR WALL
REPLACEMENT
EDMUND D. EDELMAN
CHILDREN'S
COURT**
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754
Project

**DEMOLITION
NORTH ELEVATION**
Drawing Title

Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED

Seal
Drawing No.
D2.01

Consultant



No.	Date	Description	By
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**EIFS EXTERIOR WALL
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EDMUND D. EDELMAN
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MONTEREY PARK, CA 91754

**DEMOLITION
EAST ELEVATION**

Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED

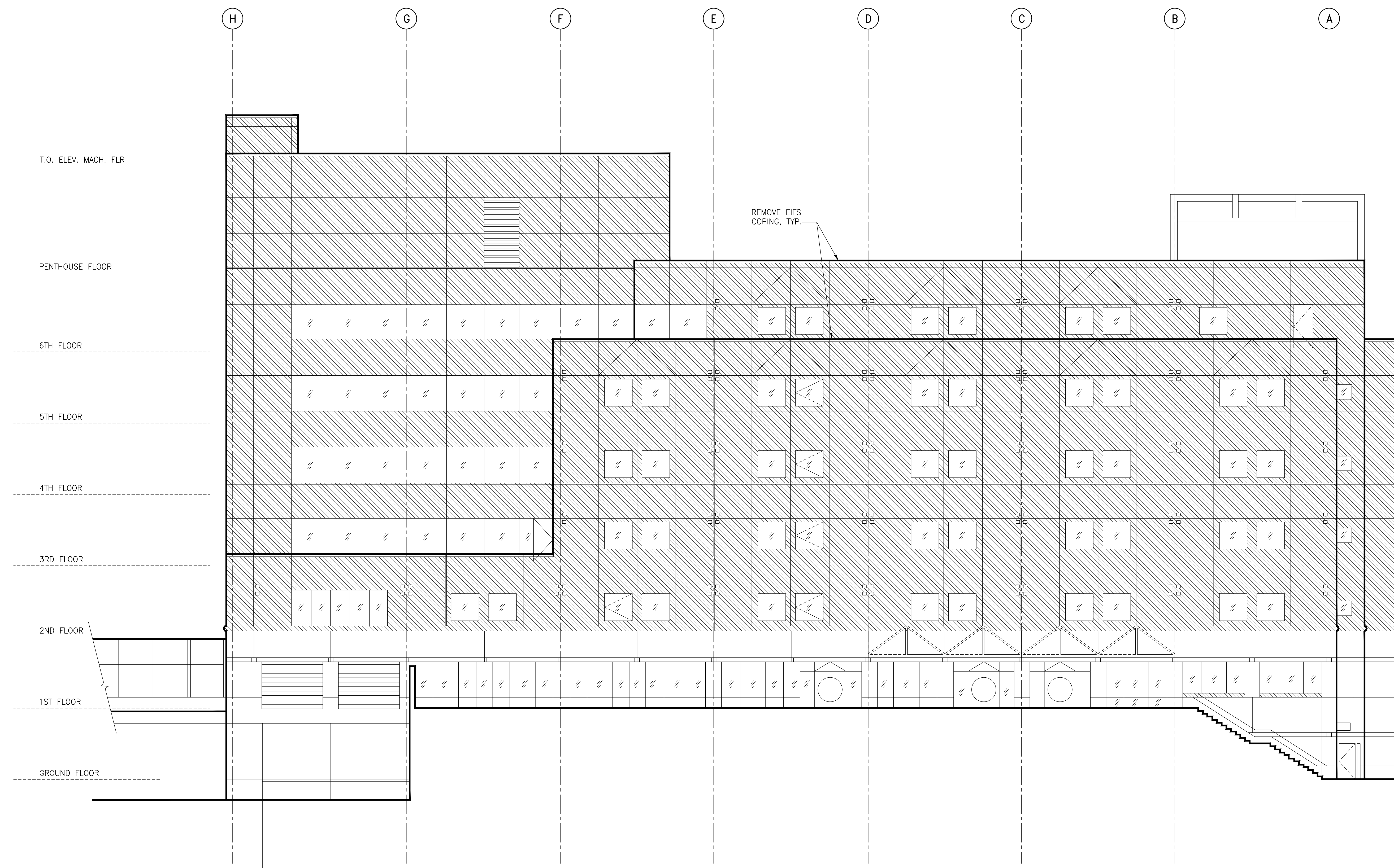
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1 DEMOLITION - EAST ELEVATION
APPROX. SCALE: 1"=10'-0"

LEGEND
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No.	Date	Description	By
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2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

**EIFS EXTERIOR WALL
REPLACEMENT
EDMUND D. EDELMAN
CHILDREN'S
COURT**
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754
Project

**DEMOLITION
SOUTH ELEVATION**
Drawing Title

1 DEMOLITION - SOUTH ELEVATION
APPROX. SCALE: 1"=10'-0"

LEGEND
[Hatched Box] REMOVE (E) EIFS AND EXTERIOR SHEATHING

Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED
Seal		Drawing No. D2.03

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No.	Date	Description	By
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2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

**EIFS EXTERIOR WALL
REPLACEMENT
EDMUND D. EDELMAN
CHILDREN'S
COURT**
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754
Project

**DEMOLITION
WEST ELEVATION**

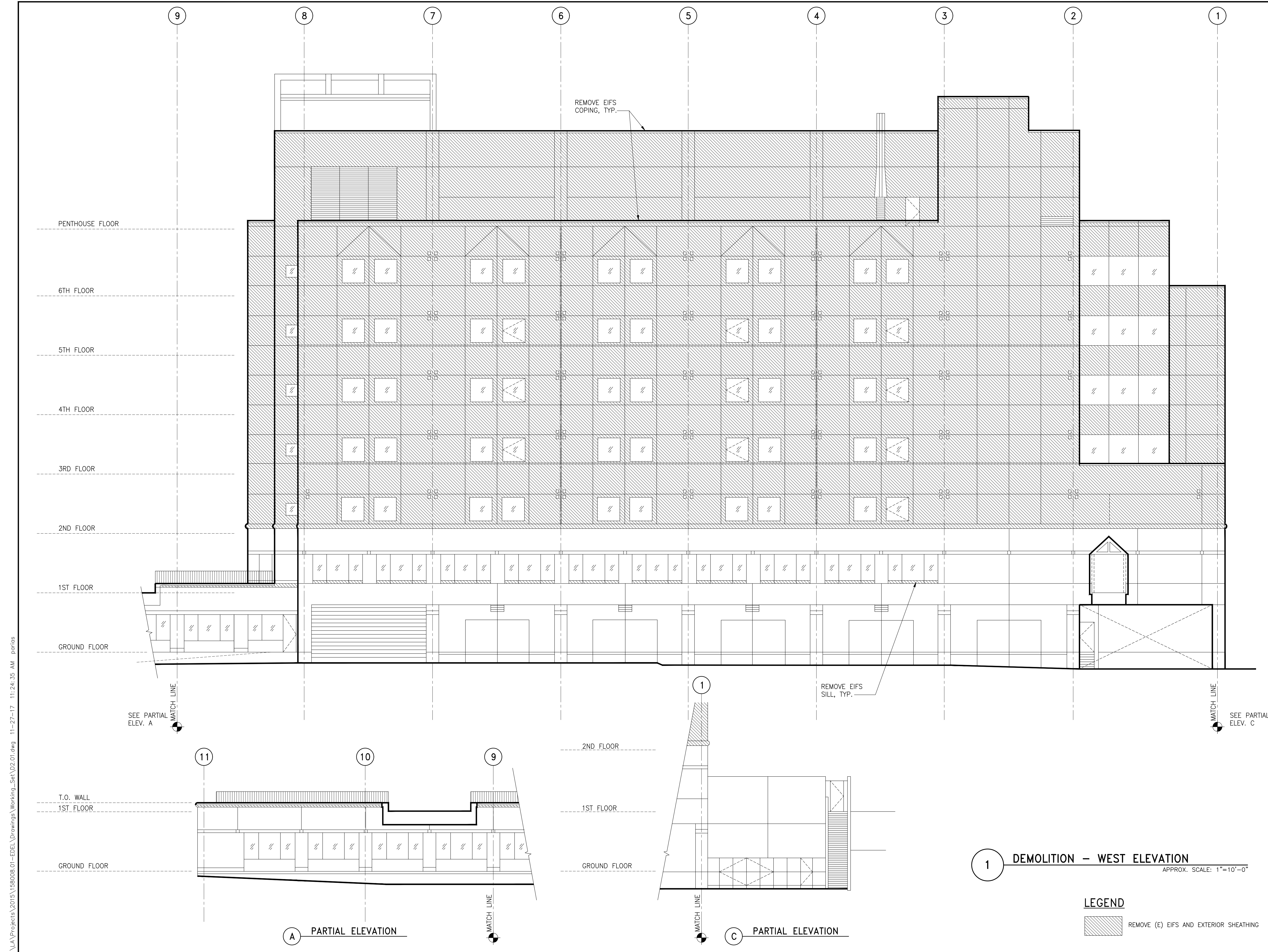
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Drawn PA	Approved ALH	Scale AS NOTED

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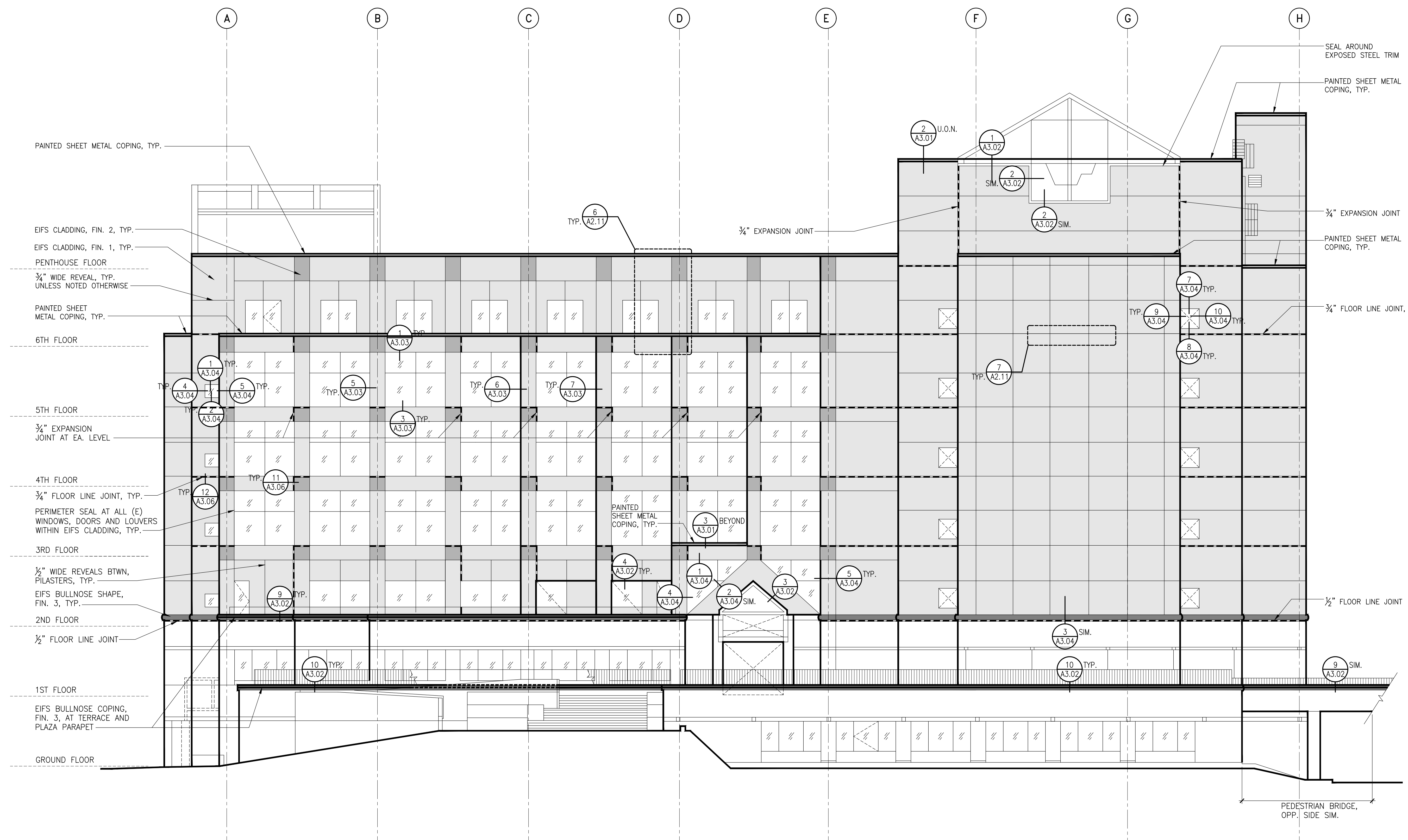


1 DEMOLITION - WEST ELEVATION
APPROX. SCALE: 1"=10'-0"

LEGEND
REMOVE (E) EIFS AND EXTERIOR SHEATHING

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1 NORTH ELEVATION
APPROX. SCALE: 1"=10'-0"

No.	Date	Description	By
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**EIFS EXTERIOR WALL
REPLACEMENT
EDMUND D. EDELMAN
CHILDREN'S
COURT**
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MONTEREY PARK, CA 91754

NORTH ELEVATION
Drawing Title

Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED

Drawing No.
A2.01

Consultant

No.	Date	Description	By
3	11/20/17	Bid Set	ALH
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EDMUND D. EDELMAN
CHILDREN'S
COURT
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754**

Project

EAST ELEVATION

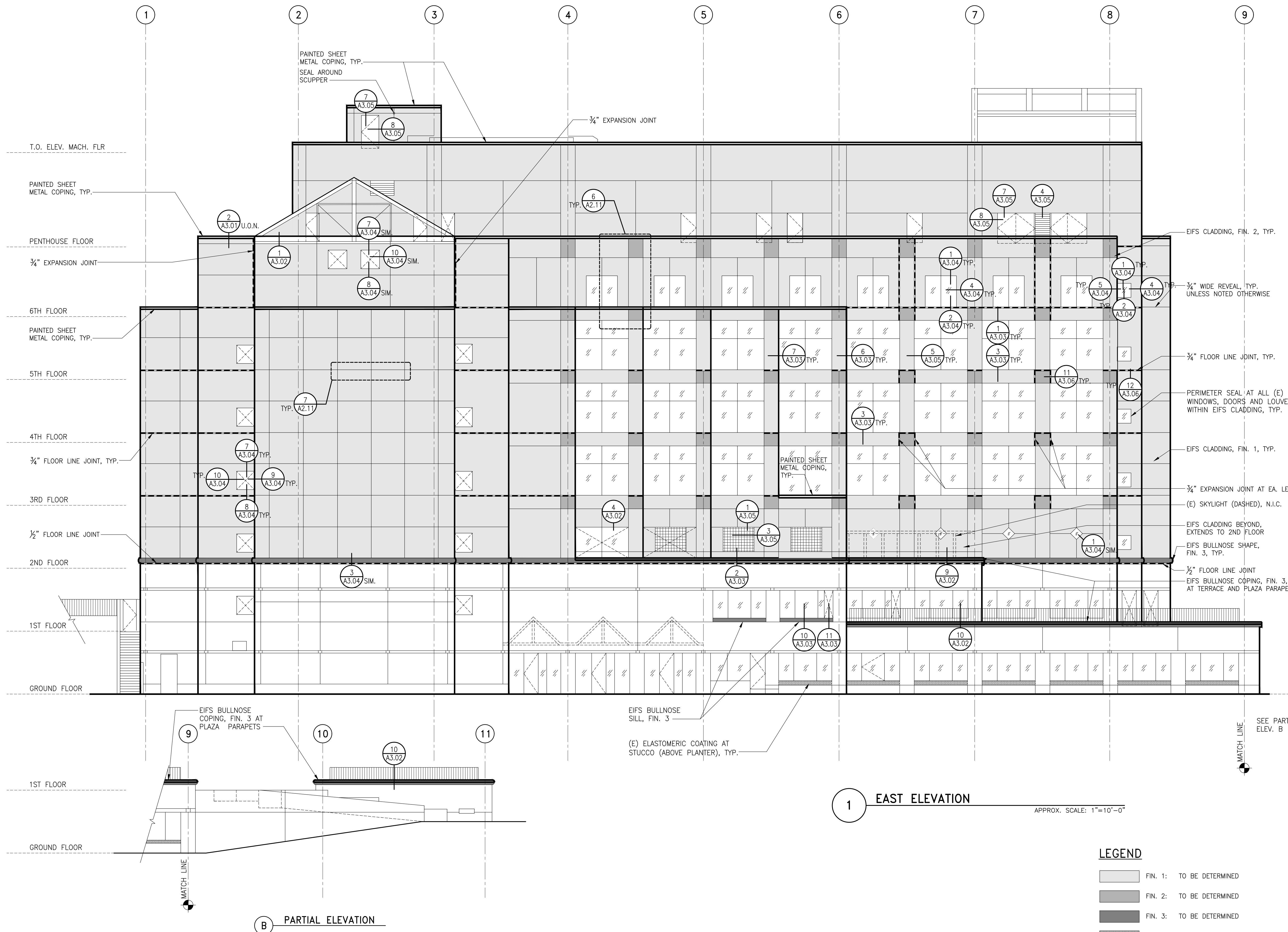
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158008.01	RNU	11/20/17
Drawn	Approved	Scale
PA	ALH	AS NOTED

Drawing No.

A2.02

Seal



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Consultant

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2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

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EDMUND D. EDELMAN
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Project

SOUTH ELEVATION

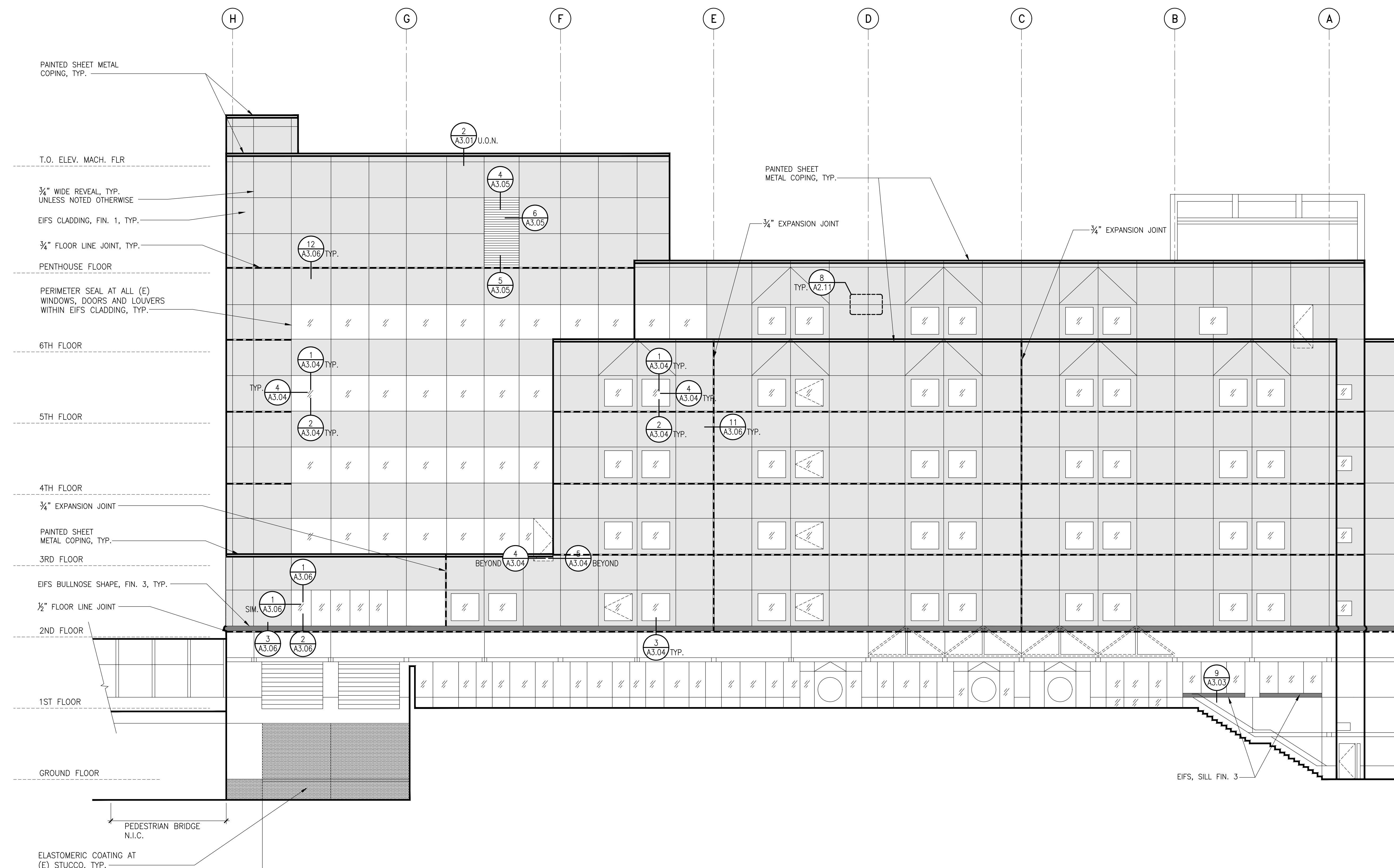
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Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED

Drawing No.

A2.03

Seal



1 SOUTH ELEVATION
APPROX. SCALE: 1"=10'-0"

LEGEND

	FIN. 1: TO BE DETERMINED
	FIN. 2: TO BE DETERMINED
	FIN. 3: TO BE DETERMINED
	ELASTOMERIC COATING AT (E) STUCCO (PHASE 3)

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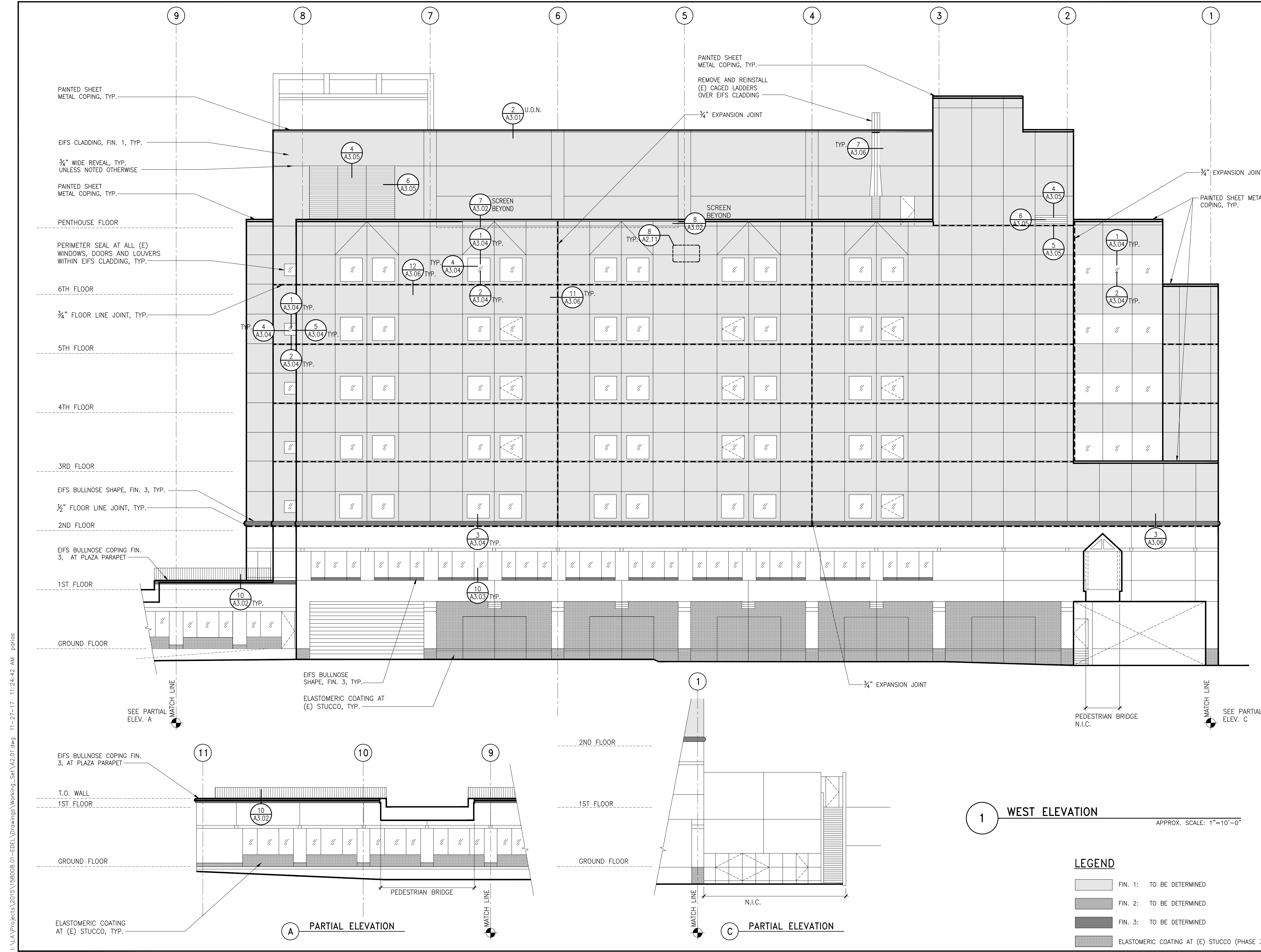
Consultant

No.	Date	Description	By
3	11/20/17	Bid Set	ALH
2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

**EIFS EXTERIOR WALL
REPLACEMENT
EDMUND D. EDELMAN
CHILDREN'S
COURT
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754**
Project

WEST ELEVATION
Drawing Title

Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED
Drawing No.		A2.04

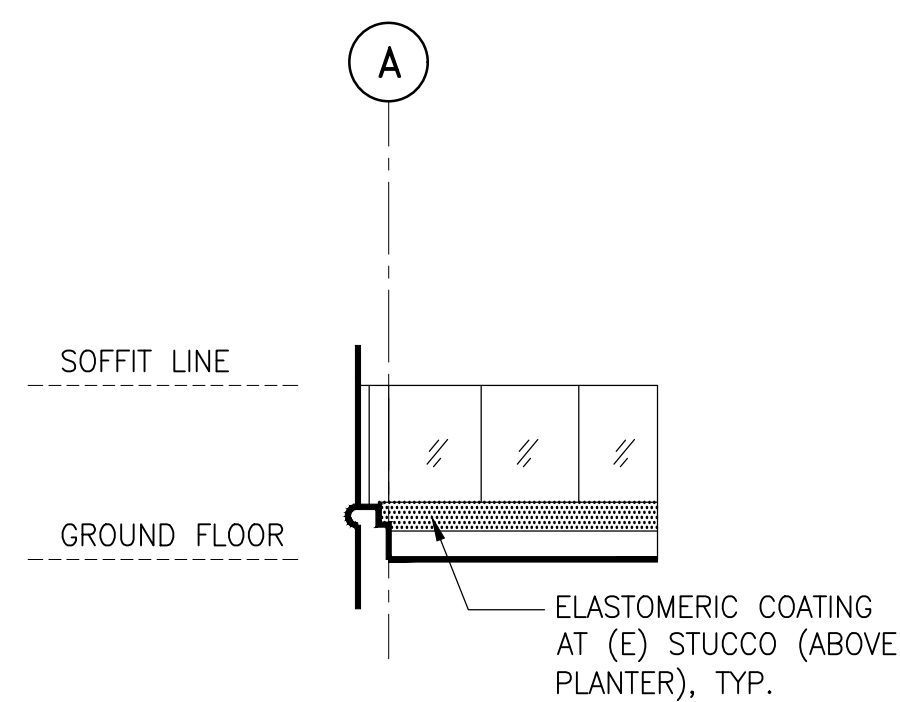


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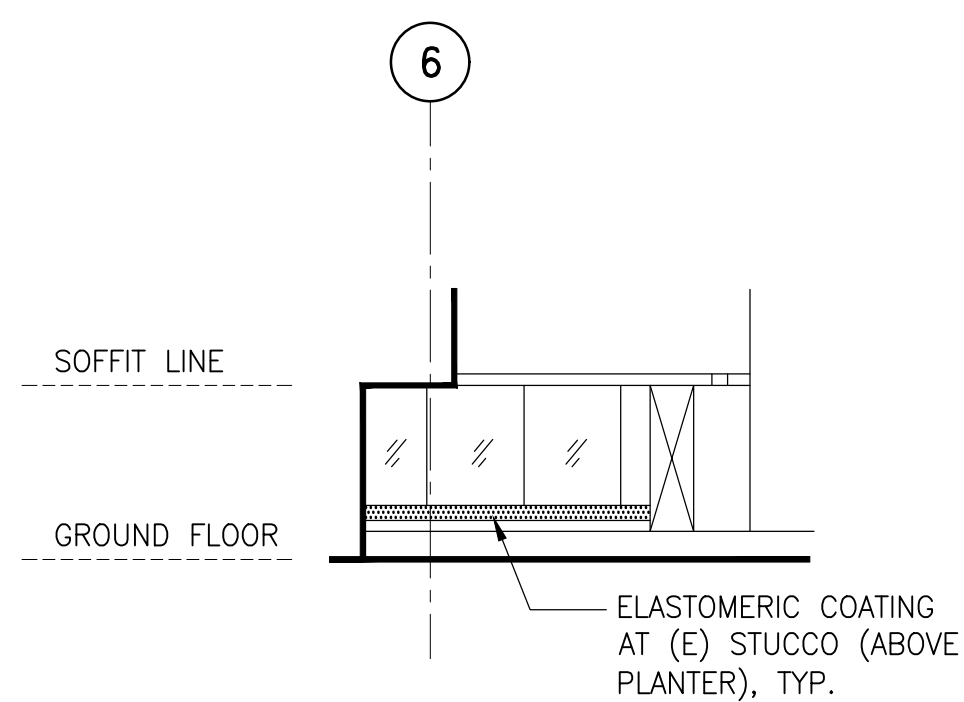
LEGEND

- FIN. 1: TO BE DETERMINED
- FIN. 2: TO BE DETERMINED
- FIN. 3: TO BE DETERMINED
- ELASTOMERIC COATING AT (E) STUCCO (PHASE 3)

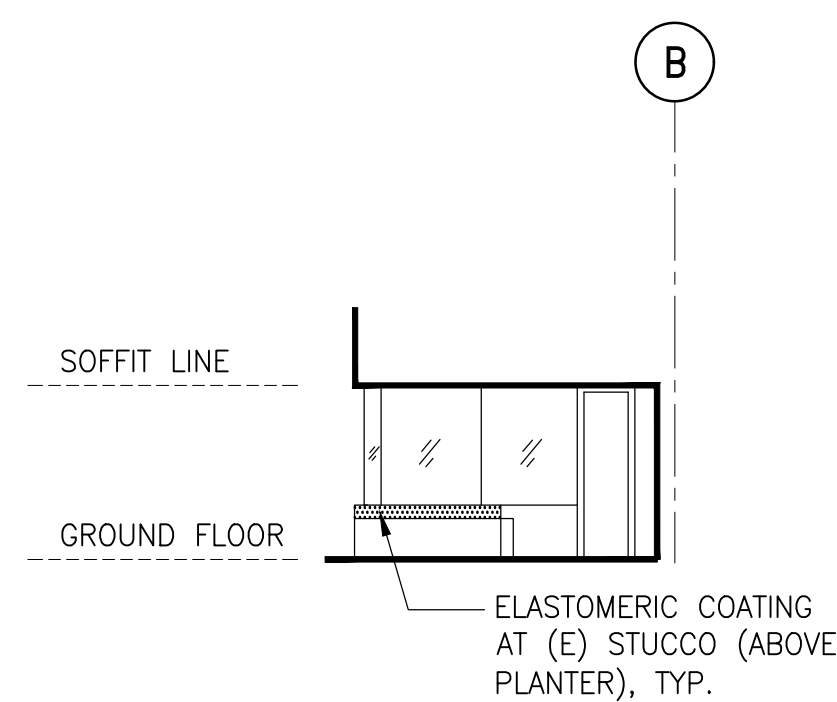
Consultant



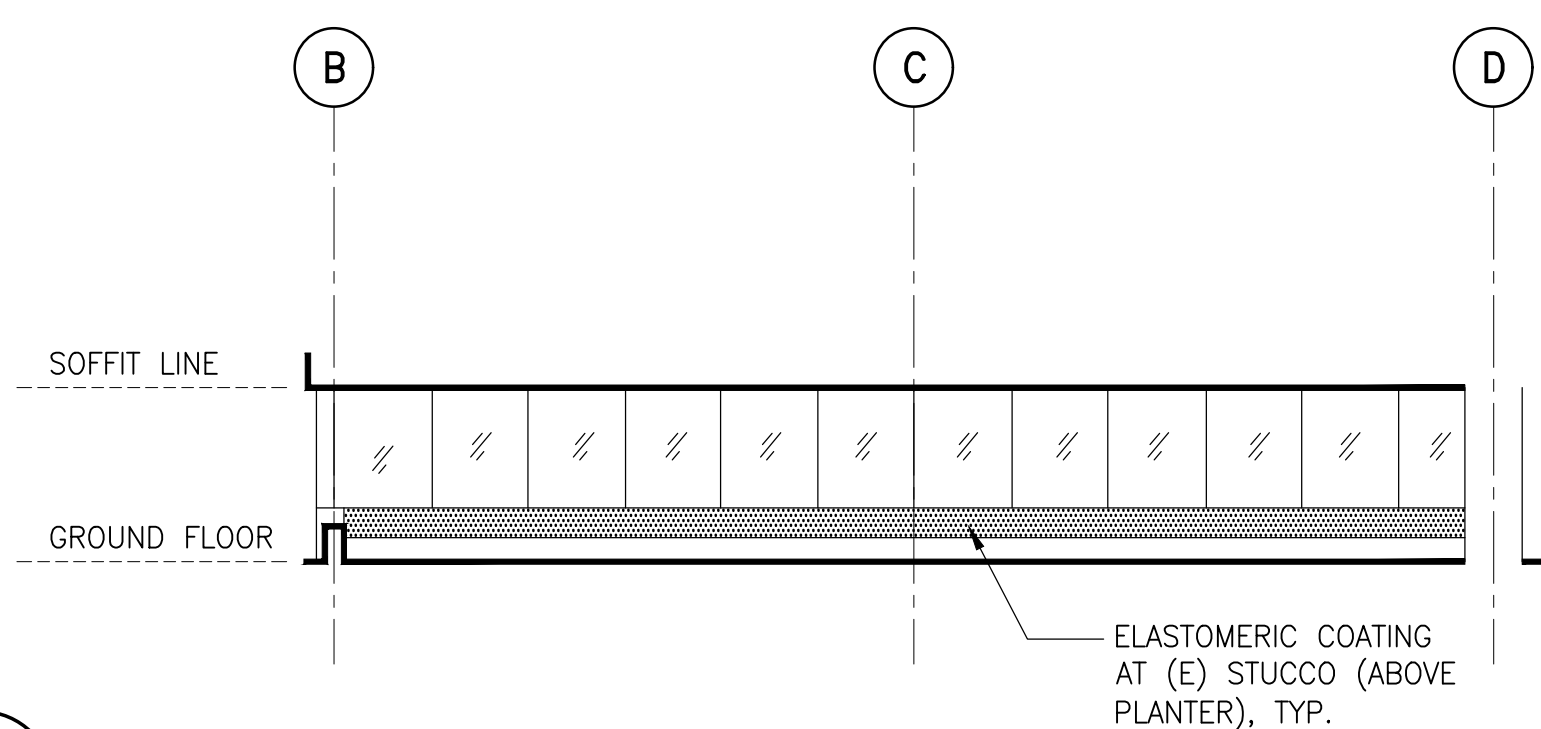
1 FLR. 1 PARTIAL ELEV.
SCALE: 1"=10'-0"



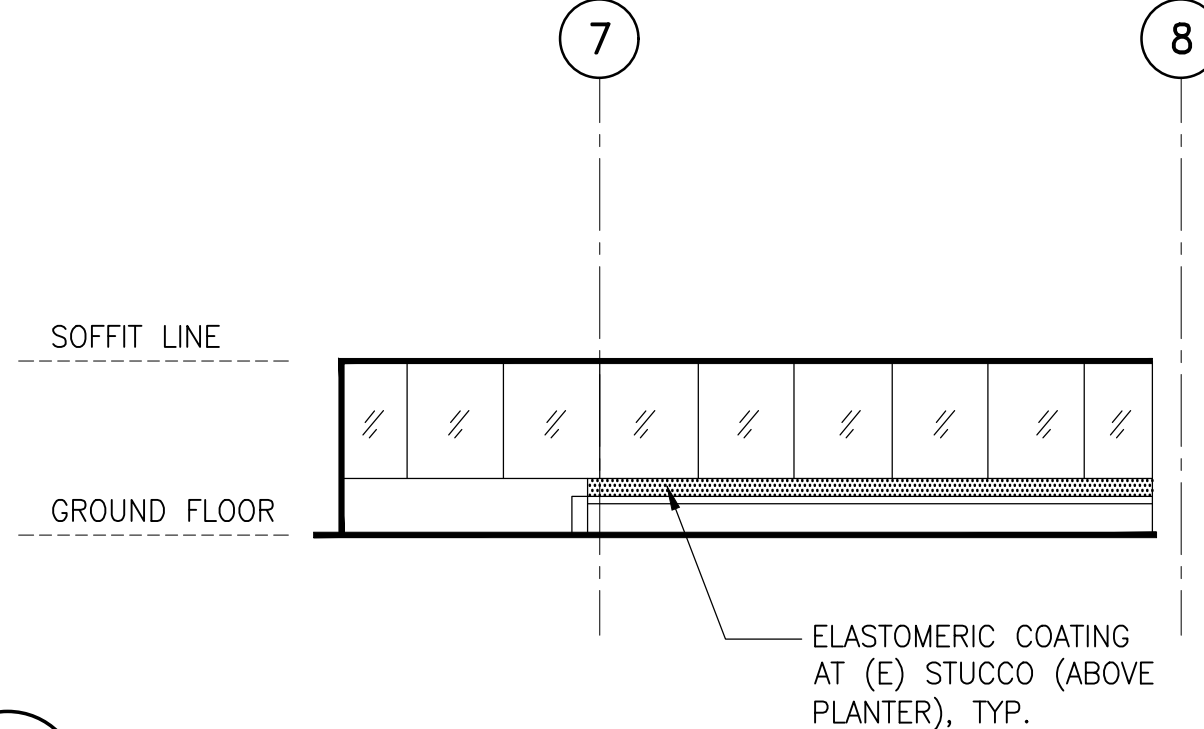
2 FLR. 1 PARTIAL ELEV.
SCALE: 1"=10'-0"



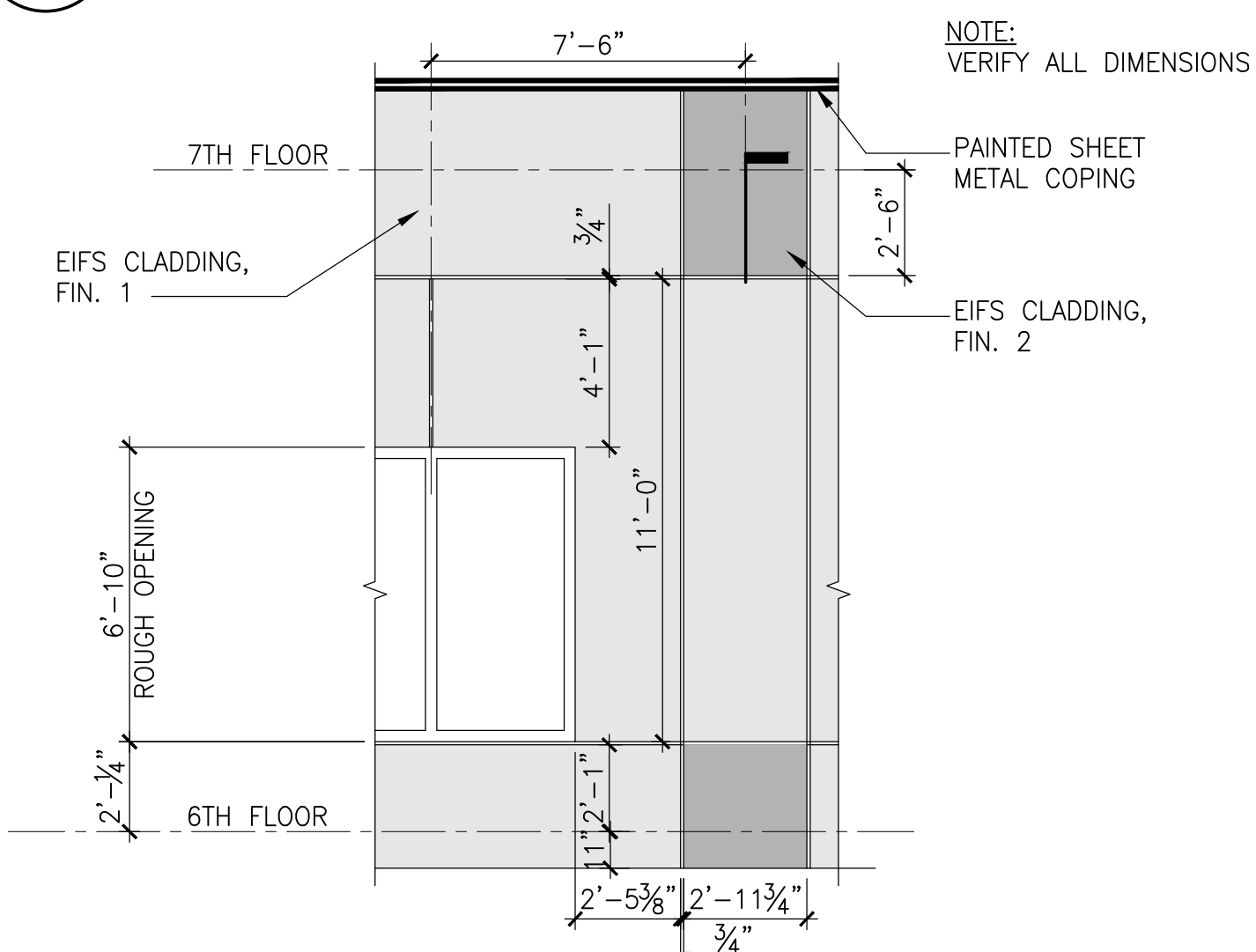
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SCALE: 1"=10'-0"



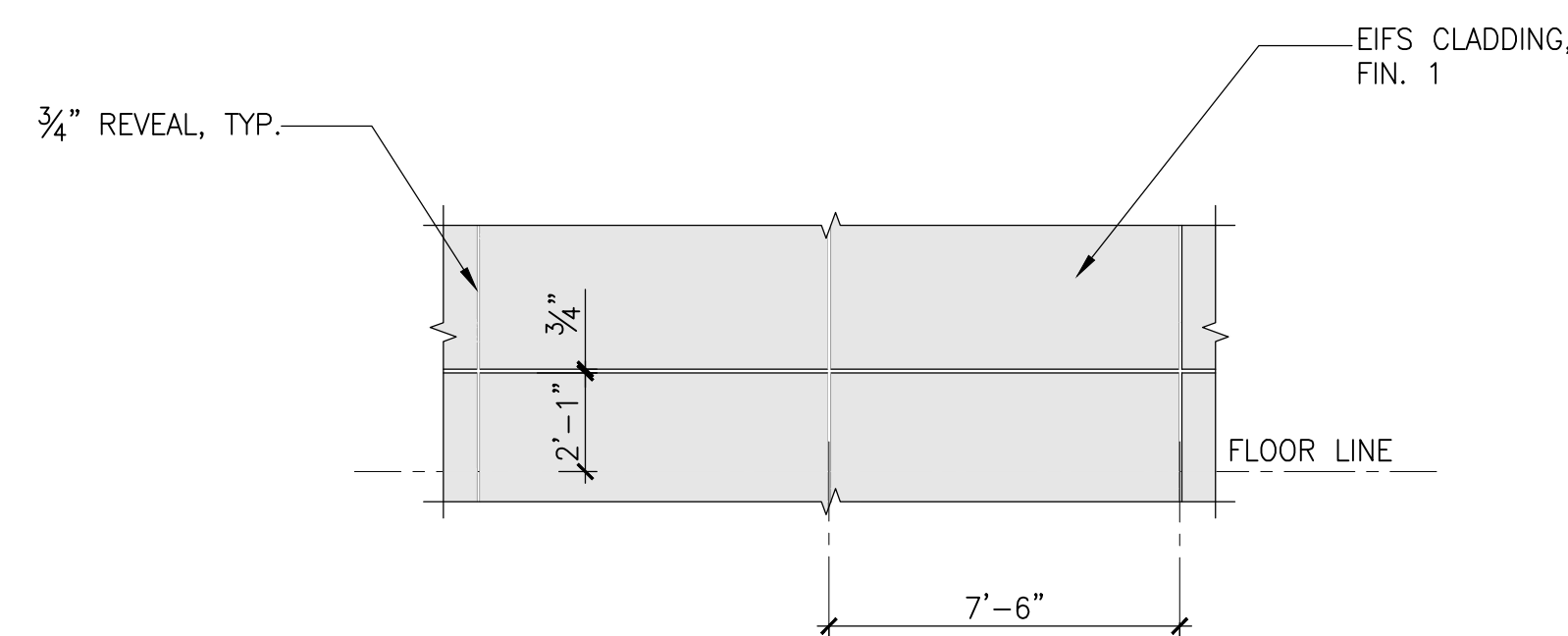
4 FLR. 1 PARTIAL ELEV.
SCALE: 1"=10'-0"



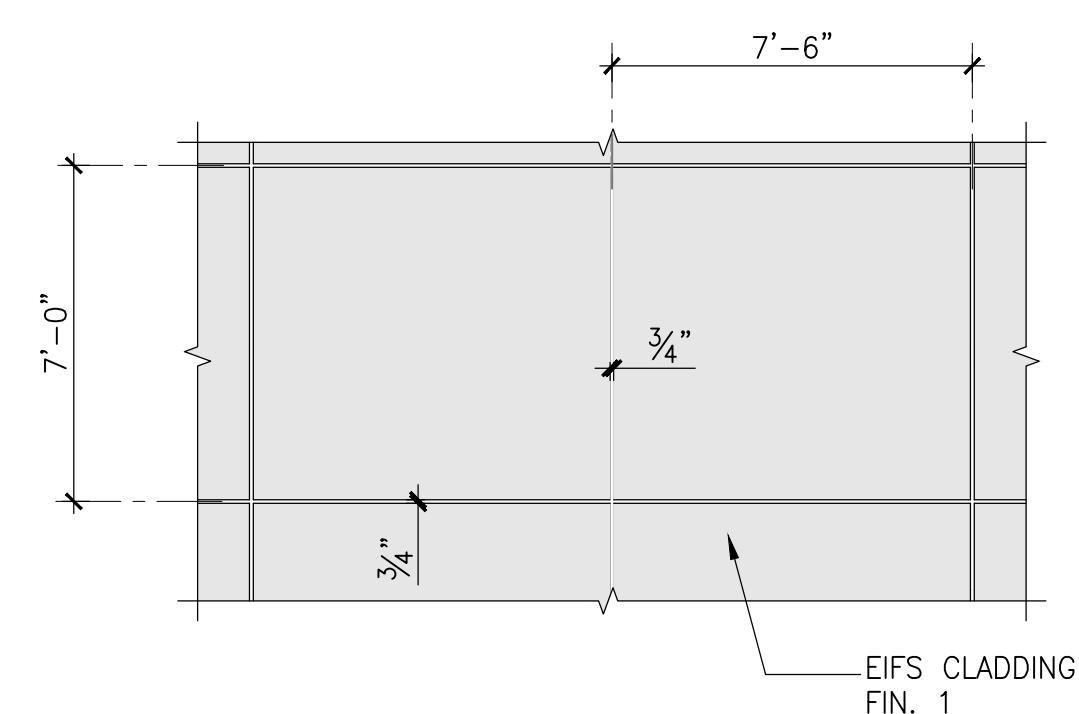
5 FLR. 1 PARTIAL ELEV.
SCALE: 1"=10'-0"



6 NORTH & EAST WALL ENLARGED ELEVATION
SCALE: 1/4"=1'-0"



7 NORTH & EAST WALL ENLARGED ELEVATION
SCALE: 1/4"=1'-0"



8 SOUTH & WEST WALL ENLARGED ELEVATION
SCALE: 1/4"=1'-0"

NOTE:
VERIFY ALL DIMENSIONS

No.	Date	Description	By
3	11/20/17	Bid Set	ALH
2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

**EIFS EXTERIOR WALL
REPLACEMENT
EDMUND D. EDELMAN
CHILDREN'S
COURT**
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754

PARTIAL ELEVATIONS

Drawing Title

Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED

Drawing No.

A2.11

Seal

LEGEND

- FIN. 1: TO BE DETERMINED
- FIN. 2: TO BE DETERMINED
- FIN. 3: TO BE DETERMINED
- ELASTOMERIC COATING AT (E) STUCCO (PHASE 3)

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Consultant

No.	Date	Description	By
3	11/20/17	Bid Set	ALH
2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

**EIFS EXTERIOR WALL
REPLACEMENT
EDMUND D. EDELMAN
CHILDREN'S
COURT**
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754
Project

PARTIAL ELEVATIONS

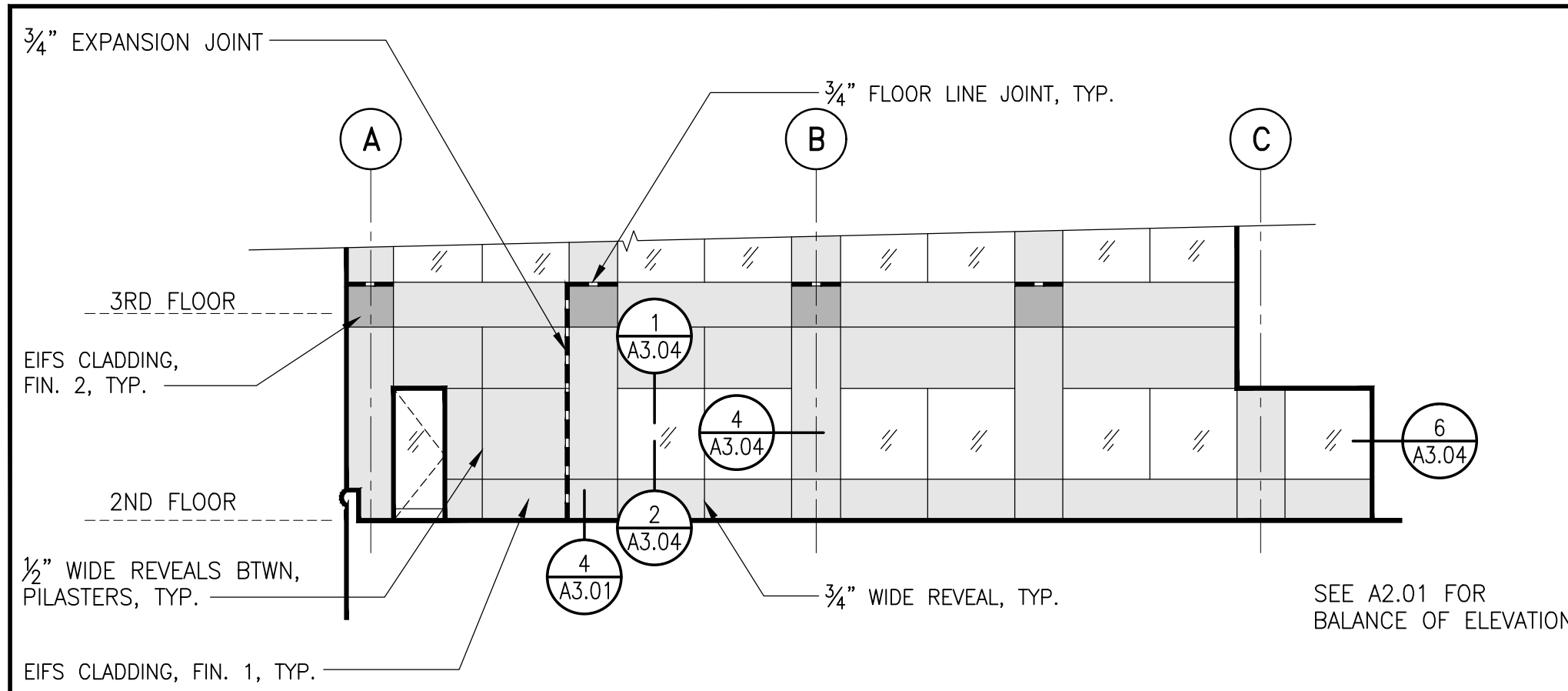
Drawing Title

Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED

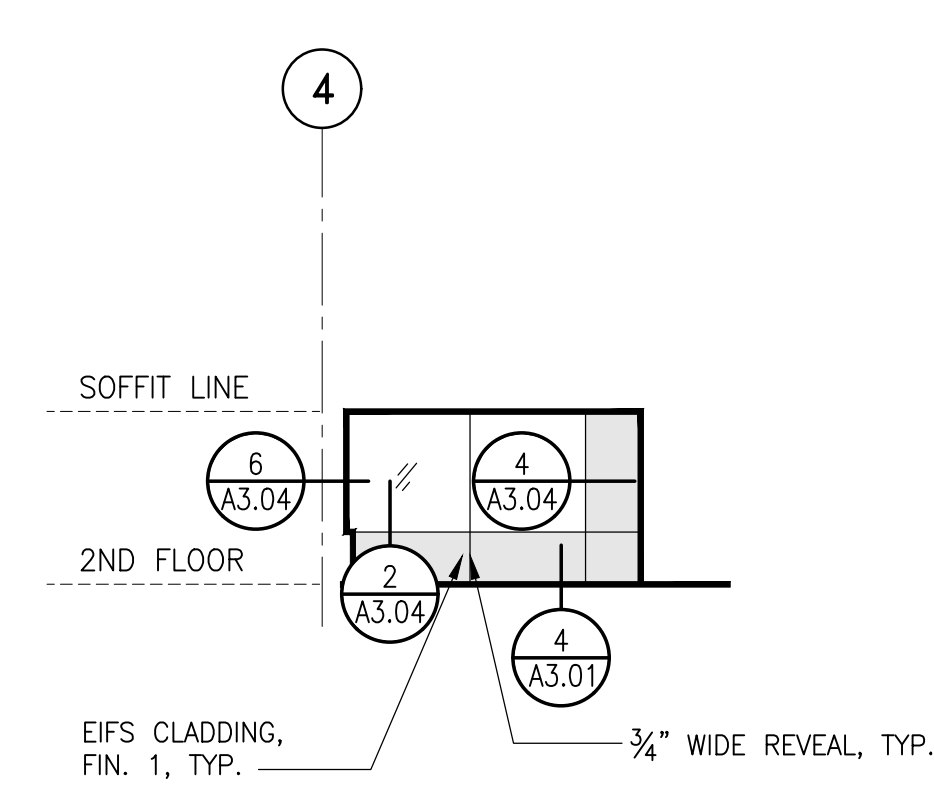
Drawing No.

A2.12

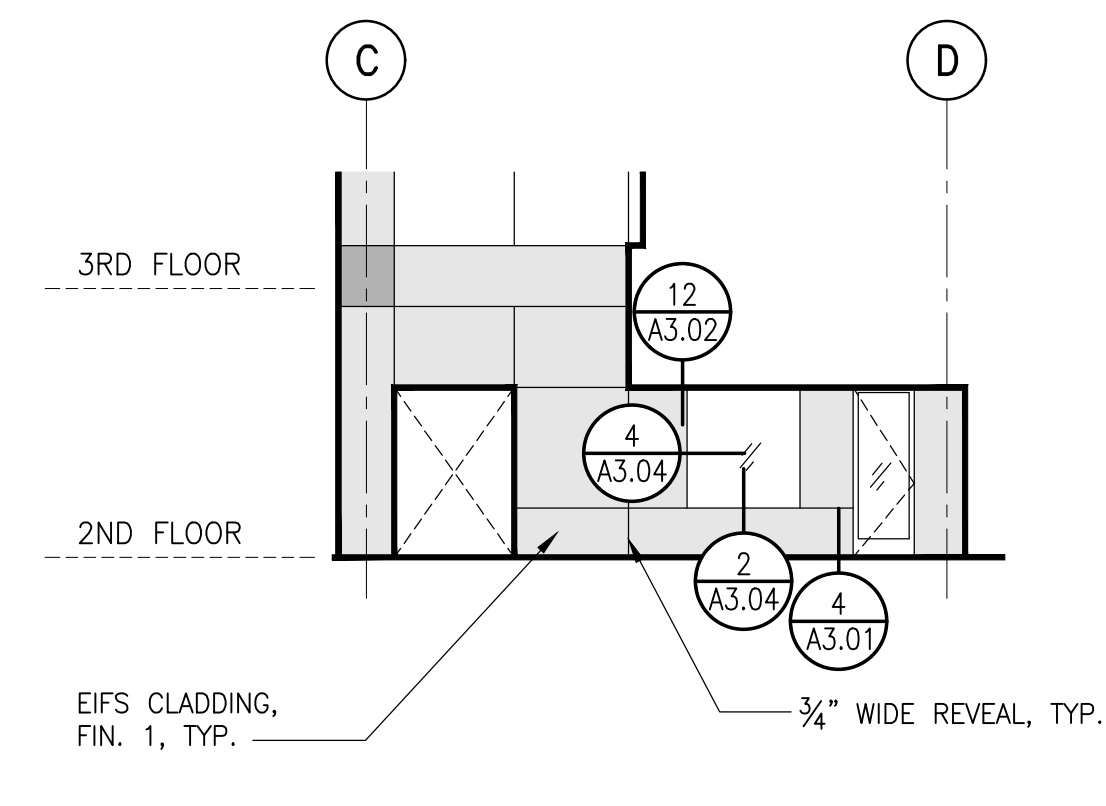
Seal



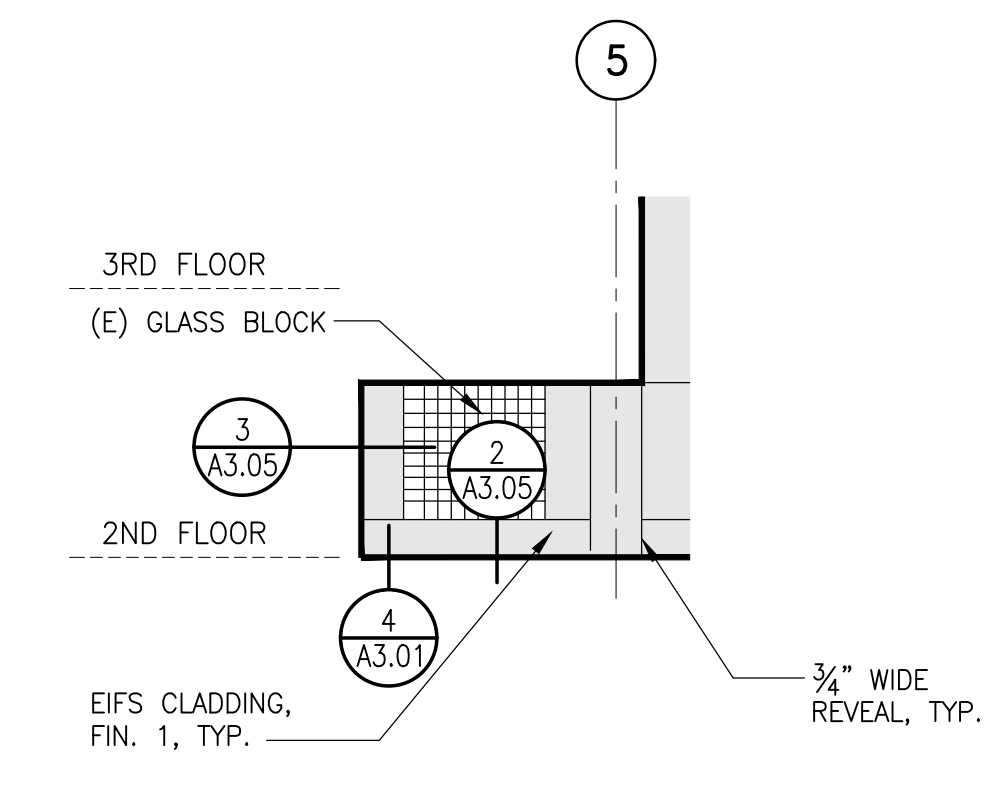
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SCALE: 1"=10'-0"



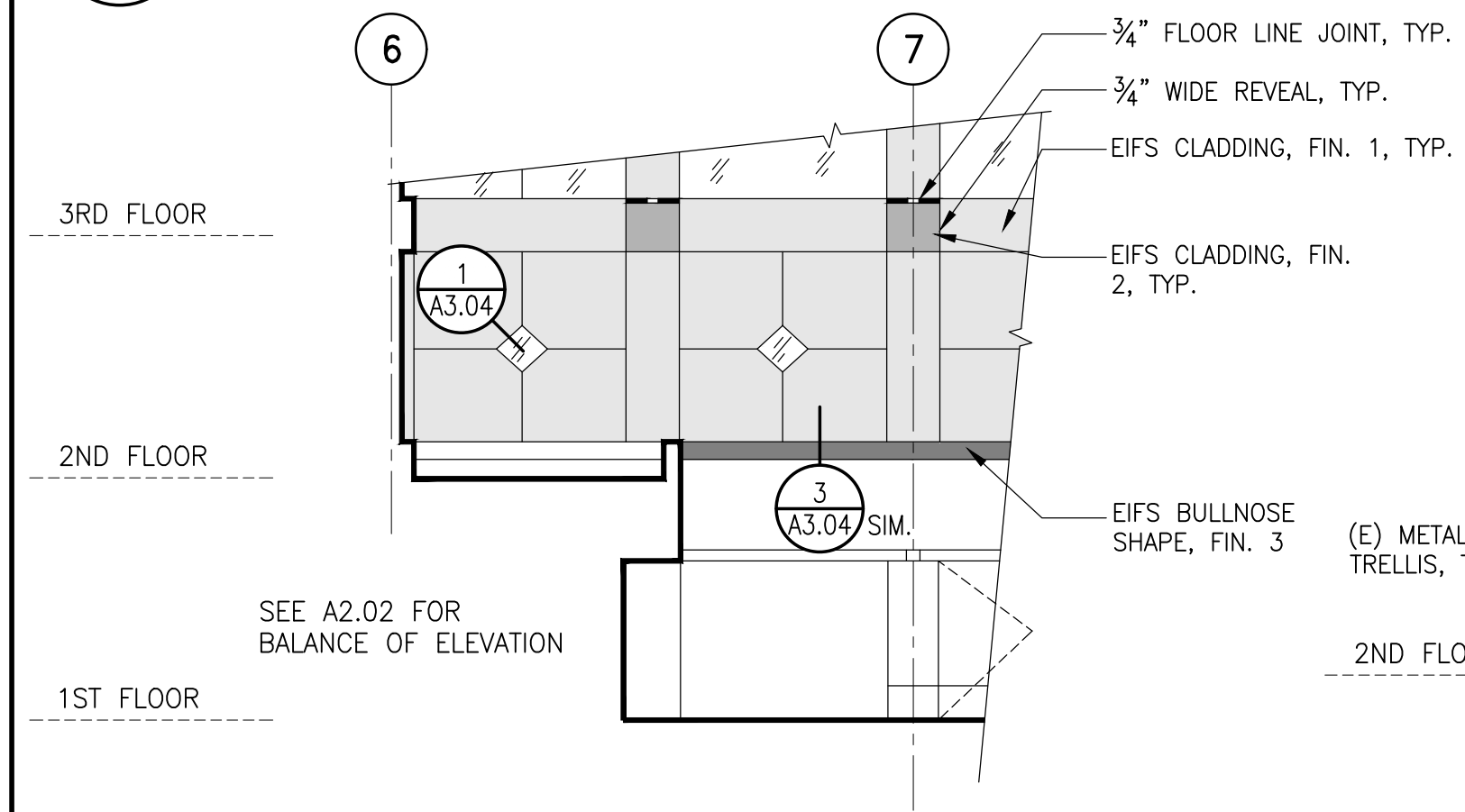
2 FLR. 2 PARTIAL ELEV.
SCALE: 1"=10'-0"



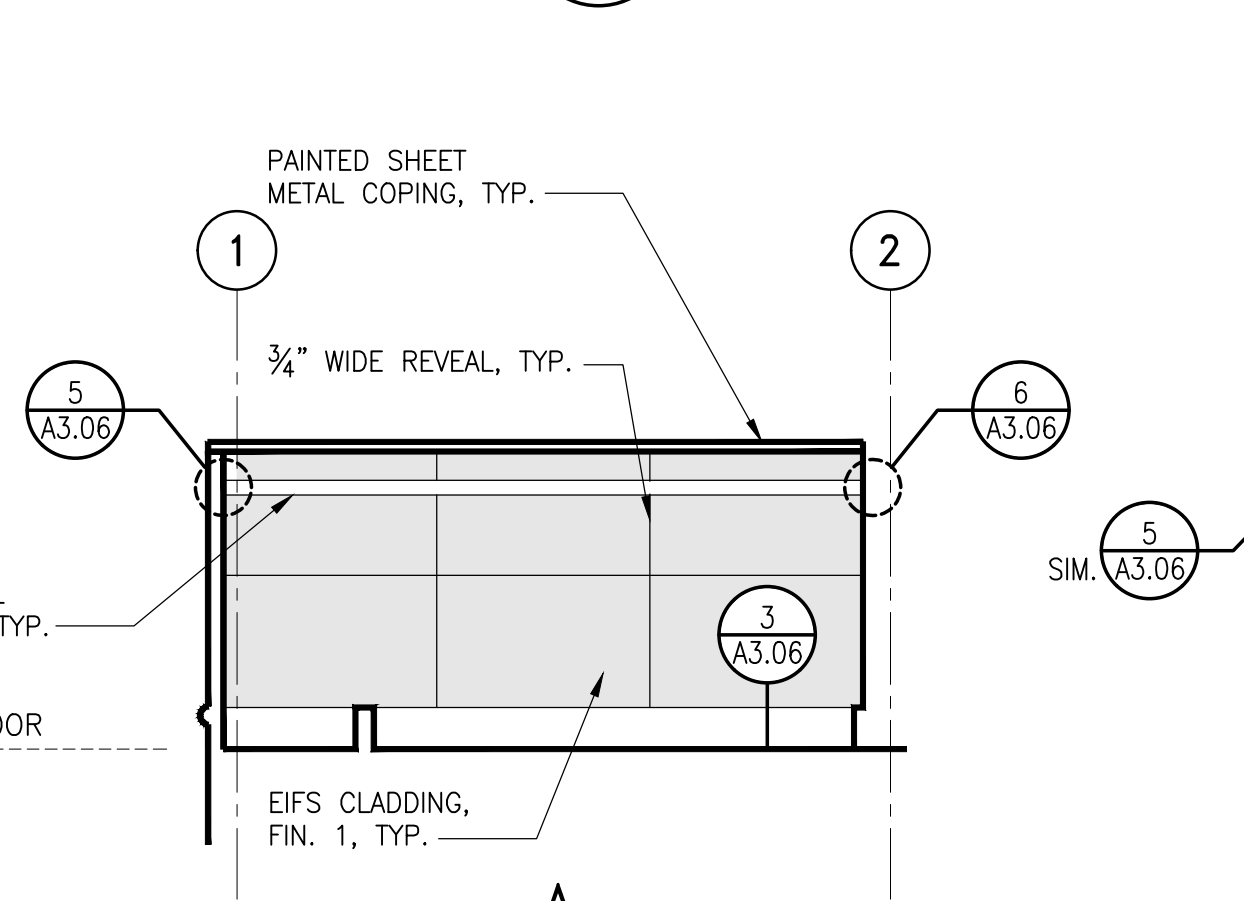
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SCALE: 1"=10'-0"



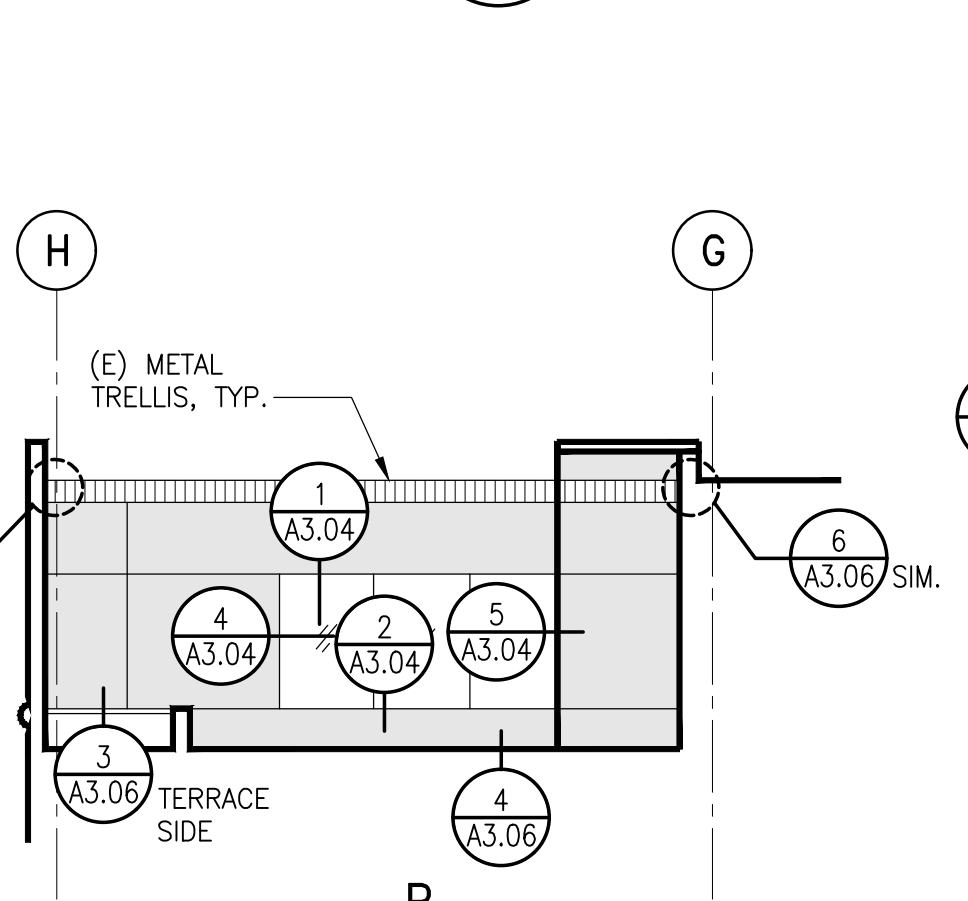
4 FLR. 2 PARTIAL ELEV.
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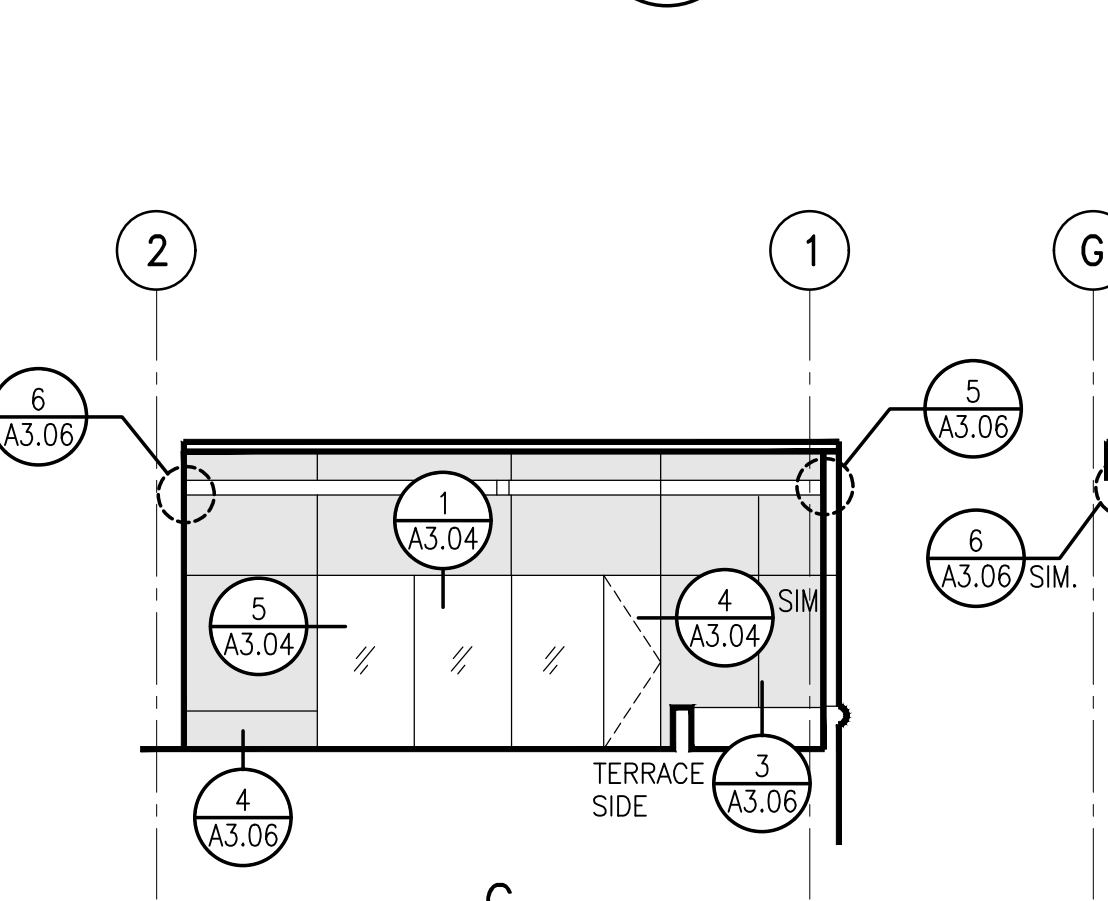
5 FLR. 2 PARTIAL ELEV.
SCALE: 1"=10'-0"



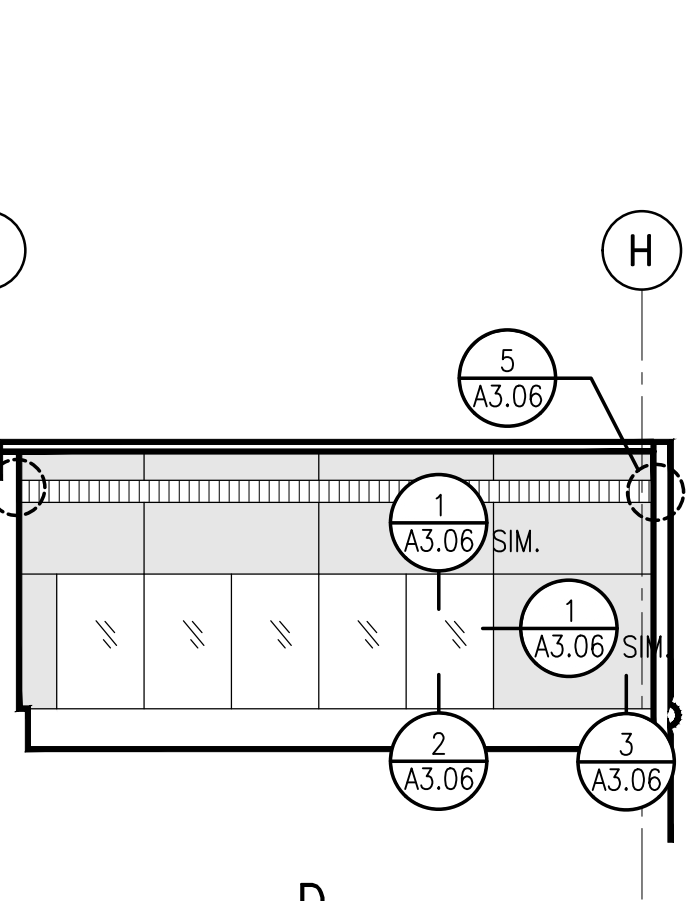
6 FLR. 2 JUDGES' TERRACE ELEVATIONS
SCALE: 1"=10'-0"



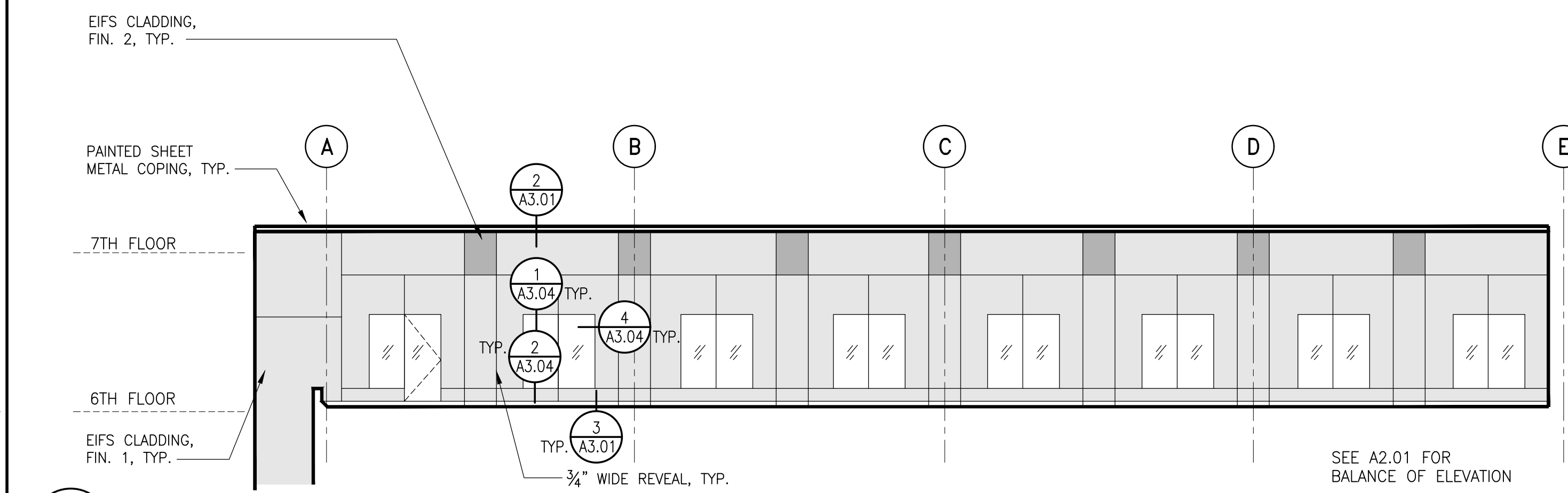
7 FLR. 2 PARTIAL ELEV.
SCALE: 1"=10'-0"



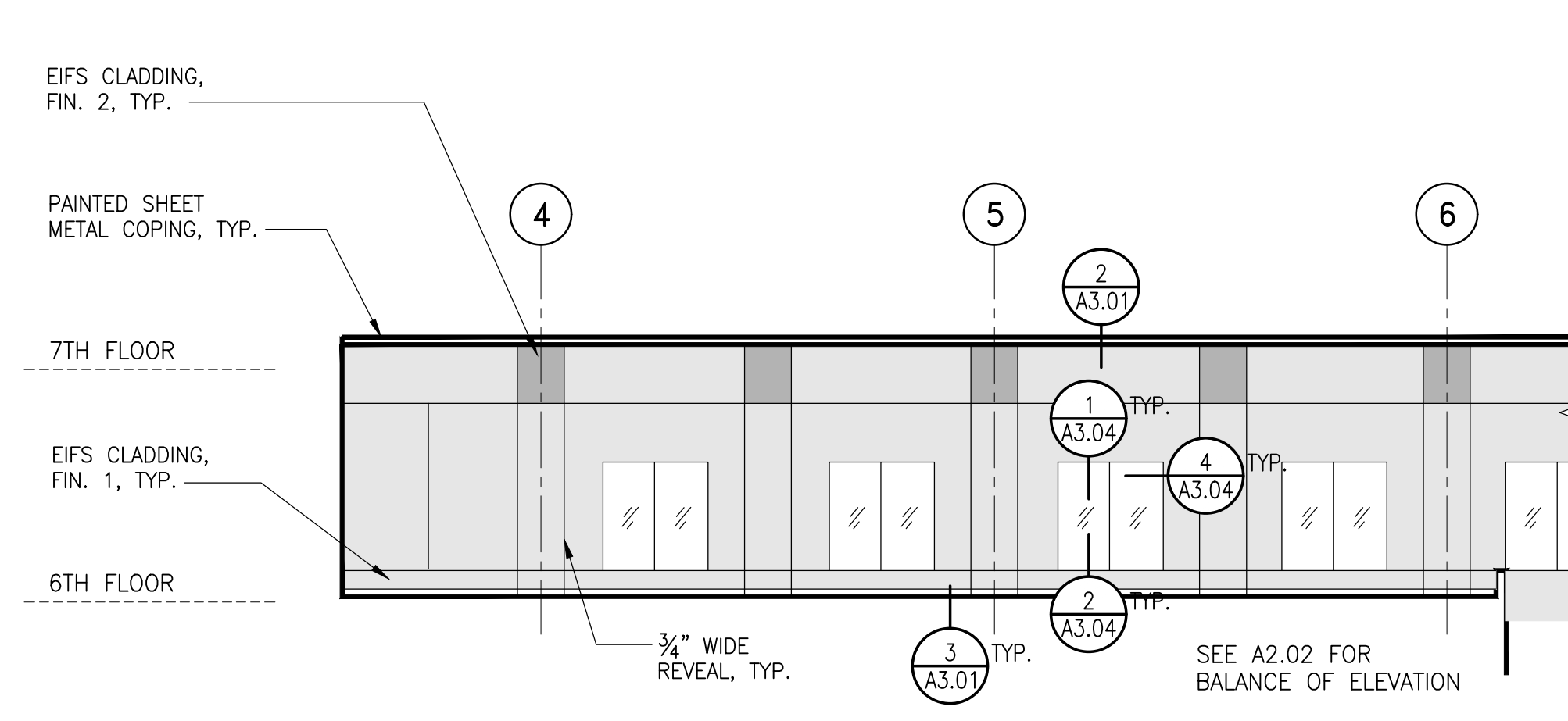
8 FLR. 2 PARTIAL ELEV.
SCALE: 1"=10'-0"



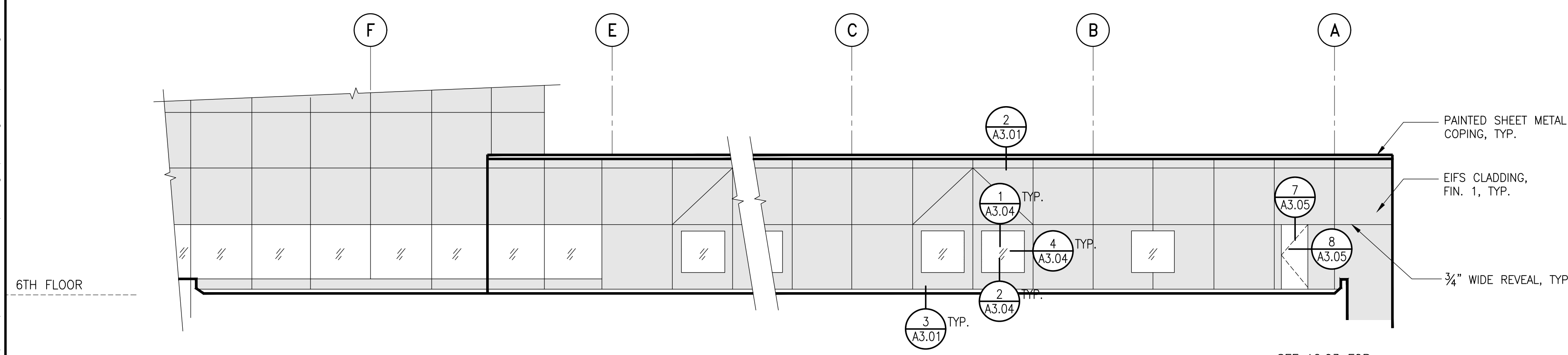
9 FLR. 2 PARTIAL ELEV.
SCALE: 1"=10'-0"



7 FLR. 6 PARTIAL ELEV.
SCALE: 1"=10'-0"



8 FLR. 6 PARTIAL ELEV.
SCALE: 1"=10'-0"

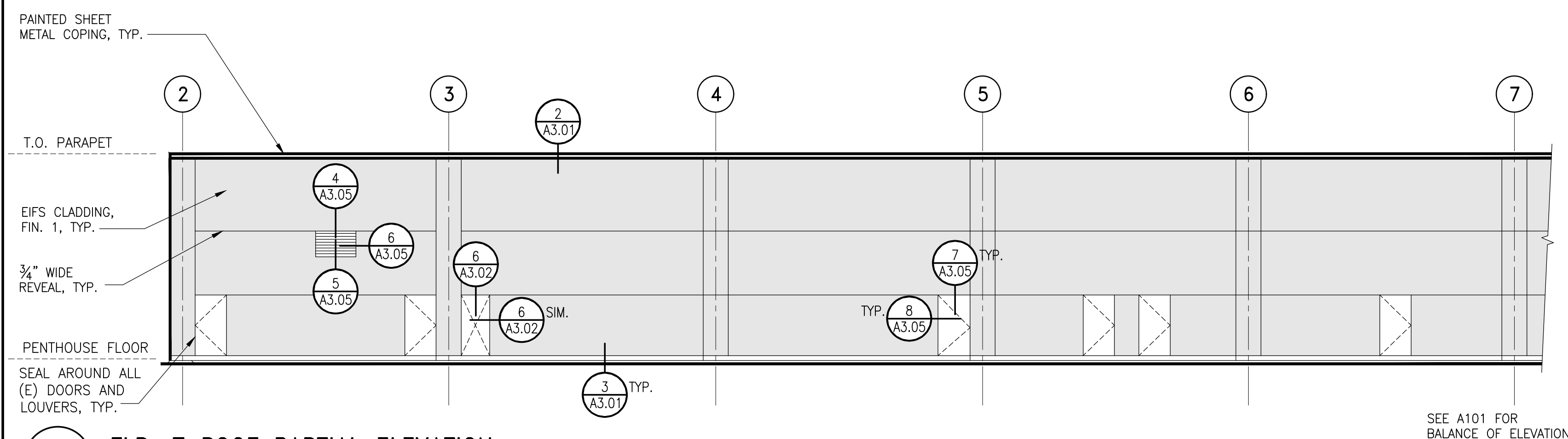


9 FLR. 6 PARTIAL ELEV.
SCALE: 1"=10'-0"

LEGEND

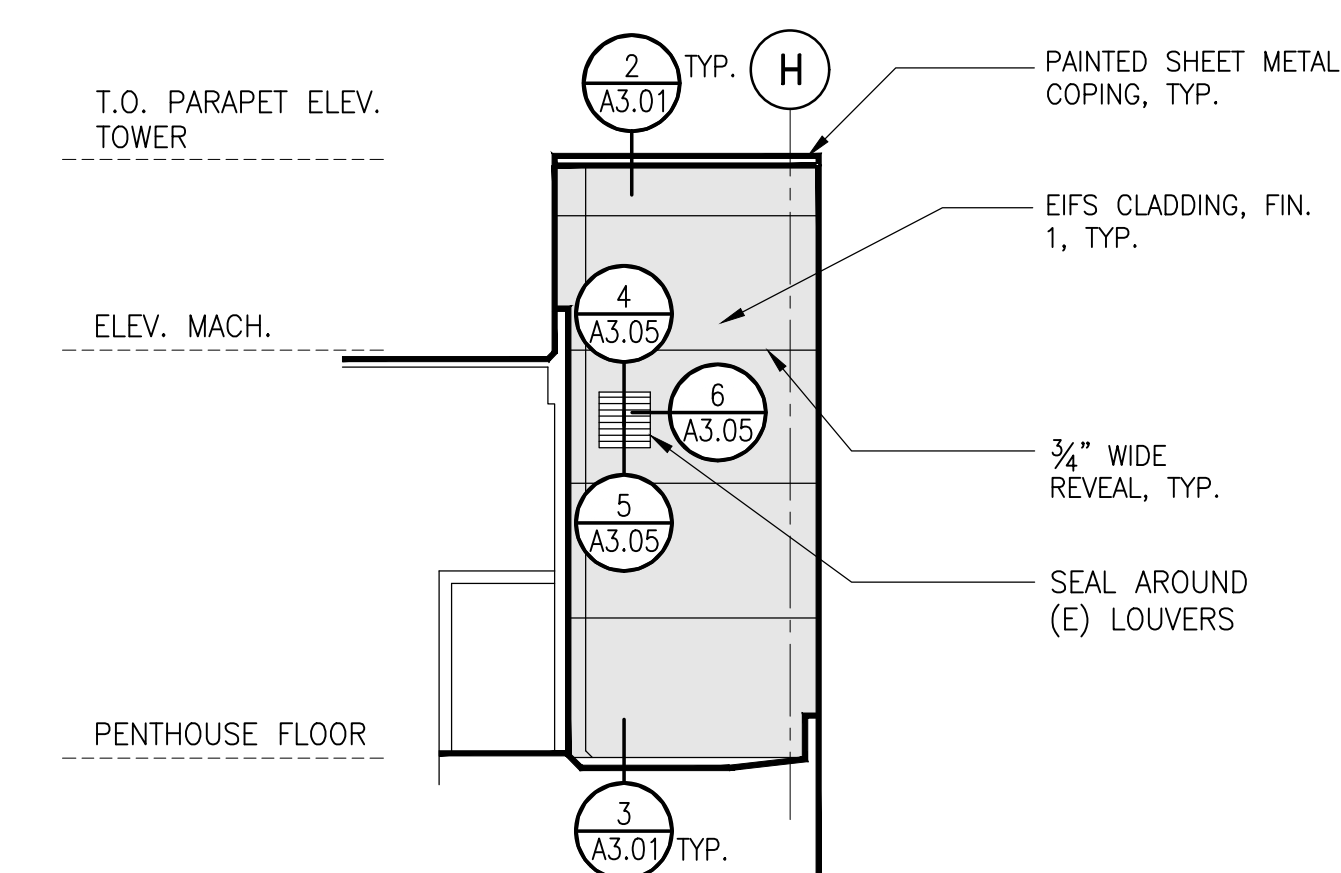
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	FIN. 2:	TO BE DETERMINED
	FIN. 3:	TO BE DETERMINED
	ELASTOMERIC COATING AT (E) STUCCO (PHASE 3)	

Consultant



3 FLR. 7 ROOF PARTIAL ELEVATION

SCALE: 1"=10'-0"



4 FLR. 7 ROOF LEVEL ELEVATION

SCALE: 1"=10'-0"

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No.	Date	Description	By
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1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

EIFS EXTERIOR WALL REPLACEMENT
EDMUND D. EDELMAN CHILDREN'S COURT
 201 CENTRE PLAZA DRIVE
 MONTEREY PARK, CA 91754
 Project

PARTIAL ELEVATIONS

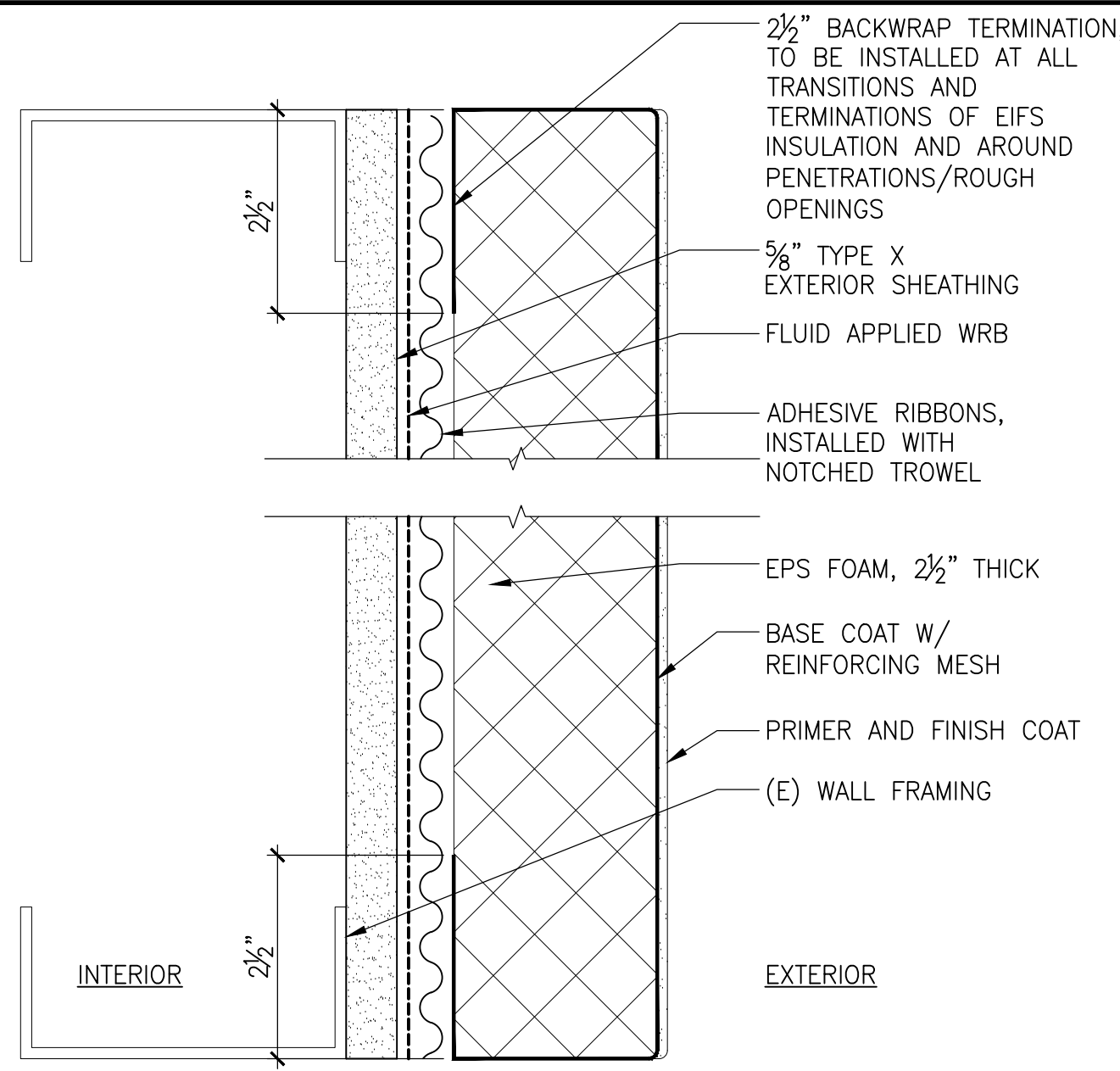
Drawing Title

Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED

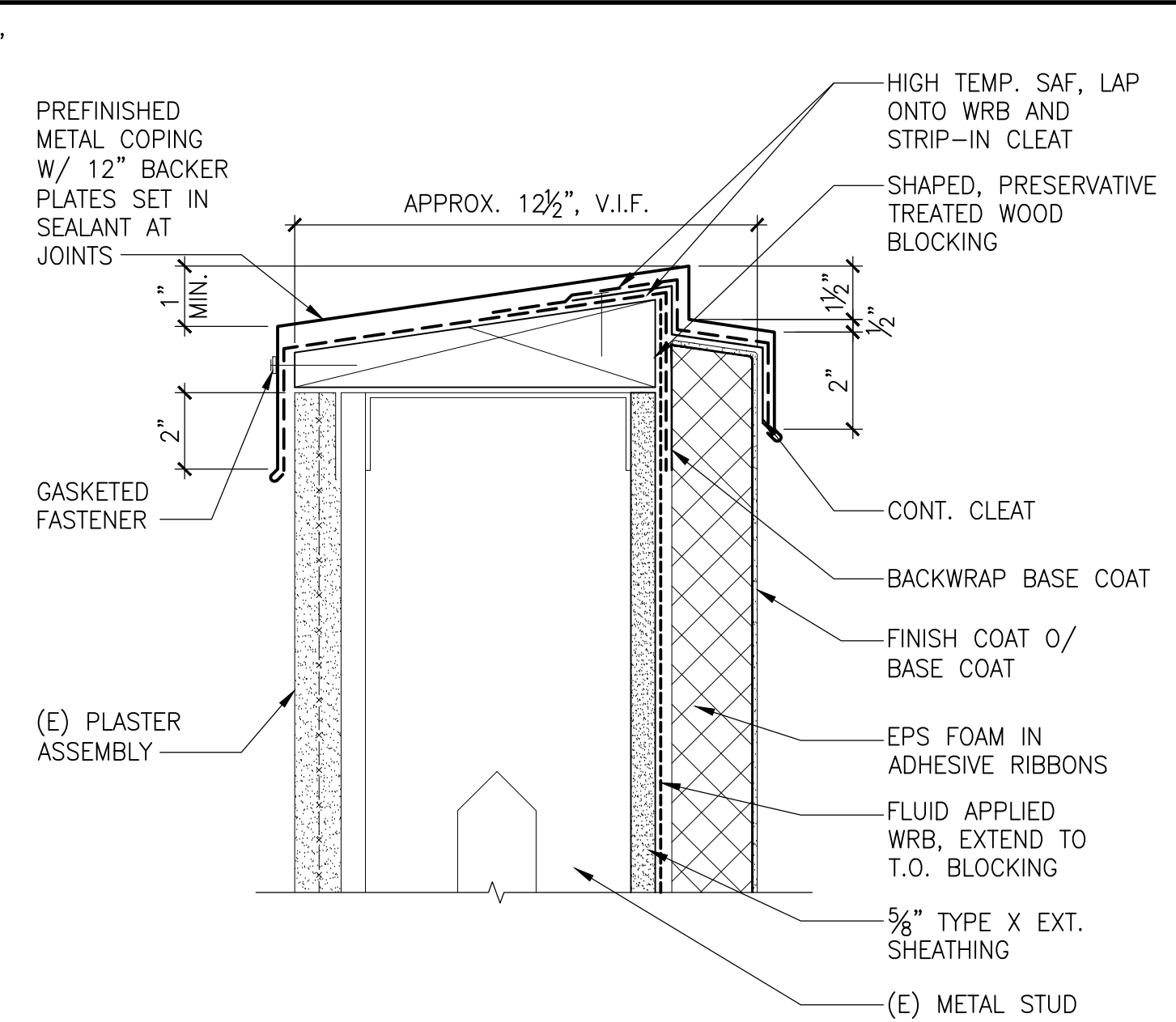
Drawing No.
A2.13
 Seal

LEGEND

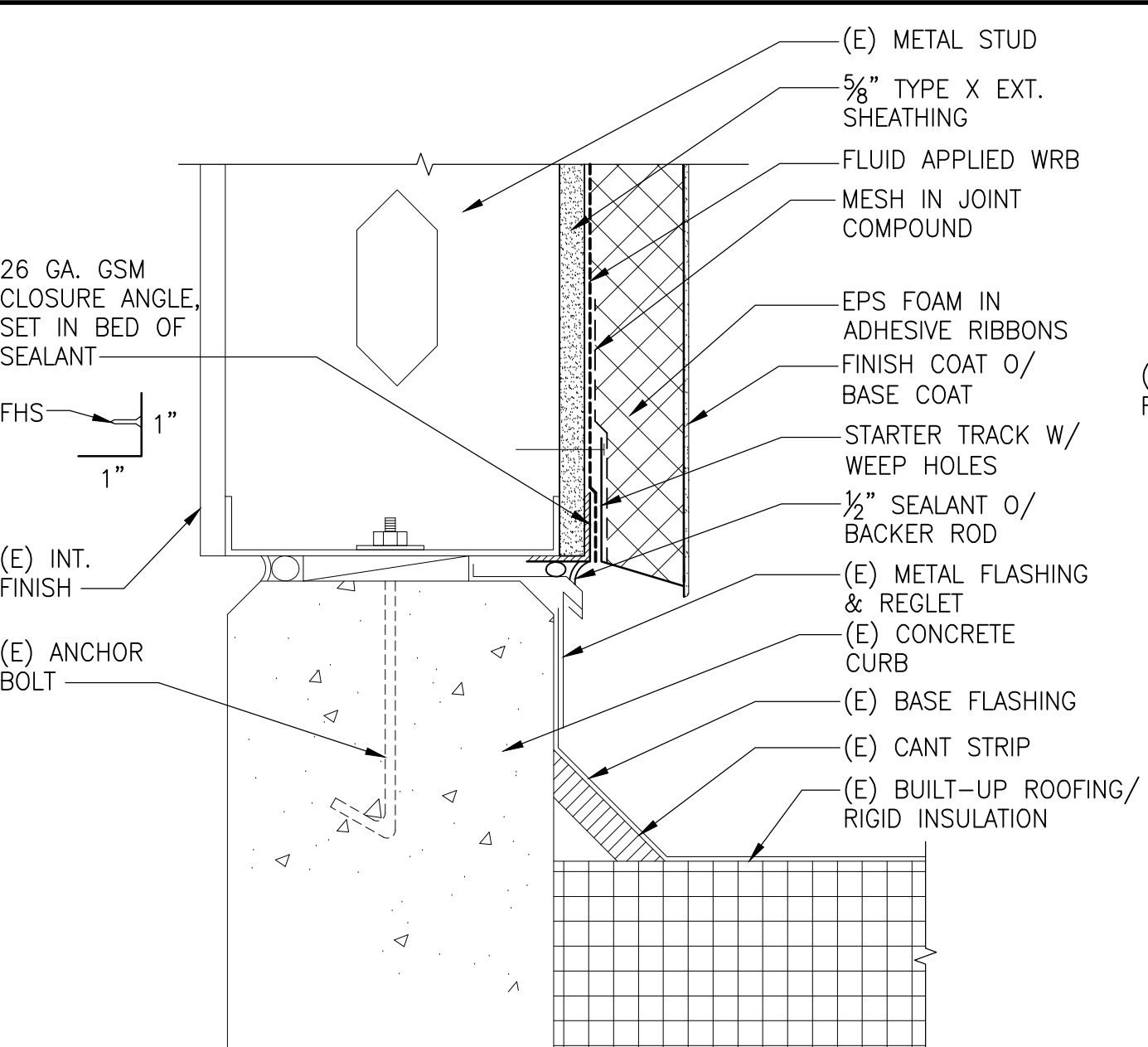
- FIN. 1: TO BE DETERMINED
- FIN. 2: TO BE DETERMINED
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- ELASTOMERIC COATING AT (E) STUCCO (PHASE 3)



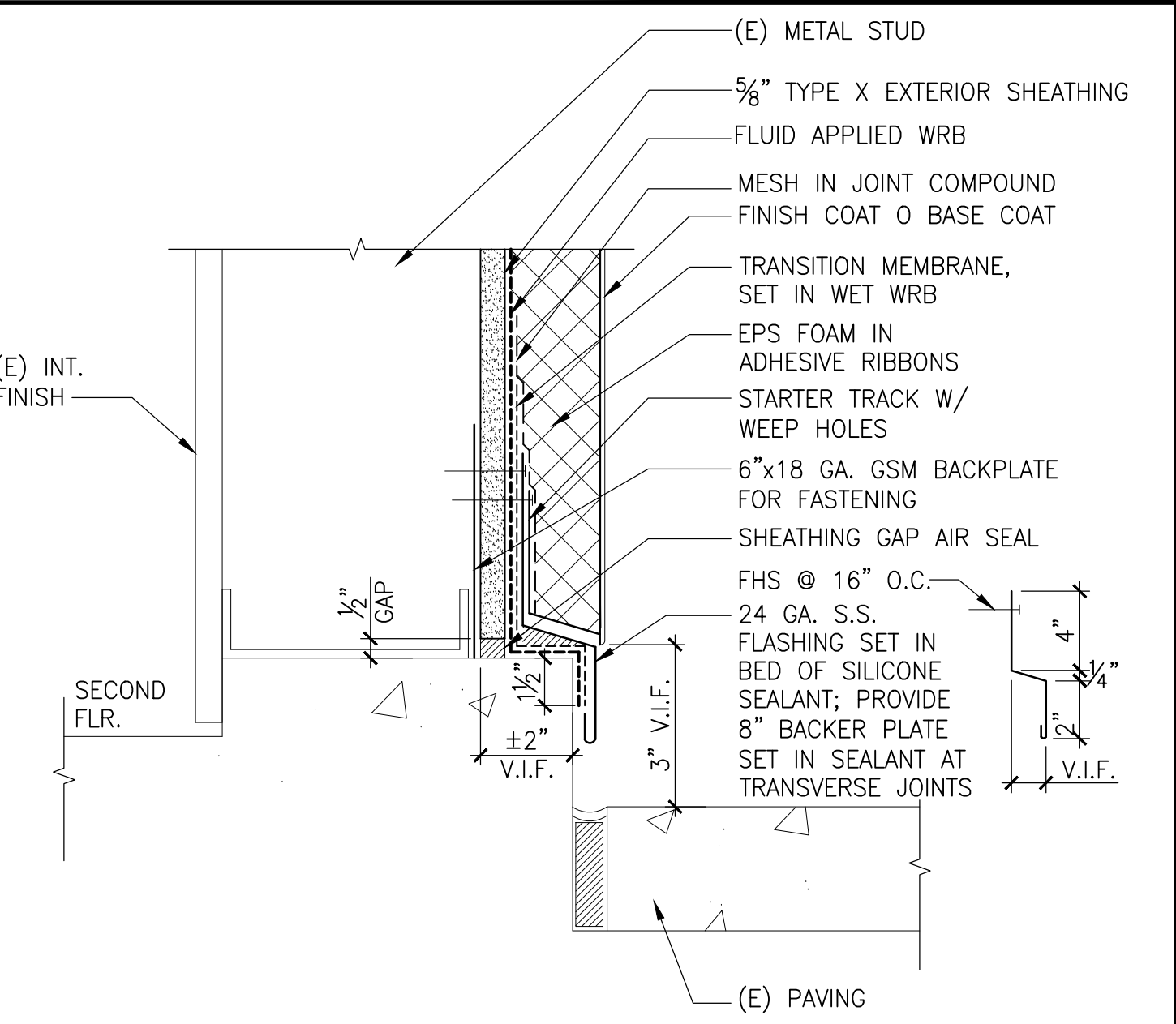
1 TYP. EIFS ASSEMBLY - PLAN SECTION
SCALE: N.T.S.



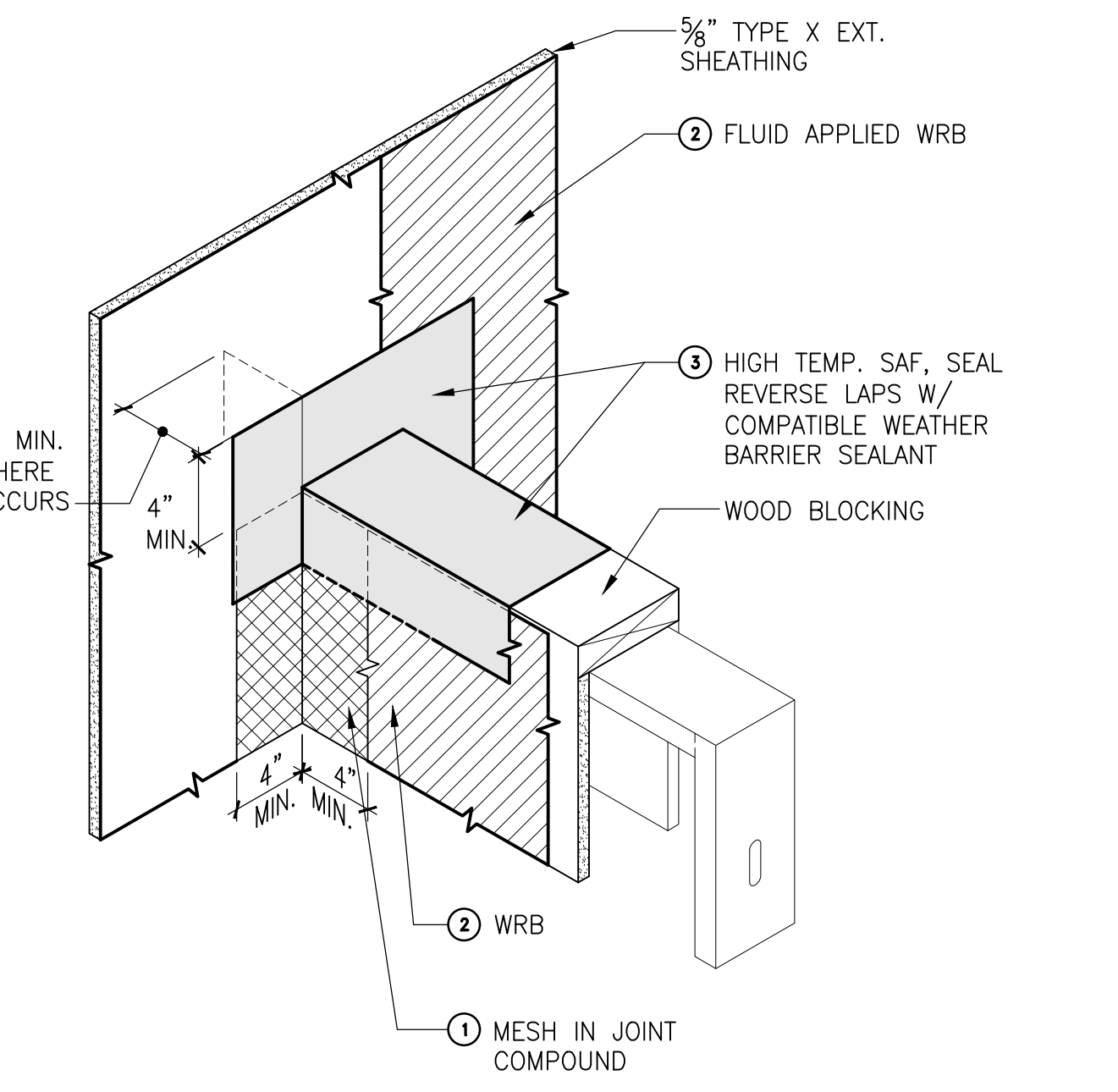
2 PARAPET
SCALE: N.T.S.



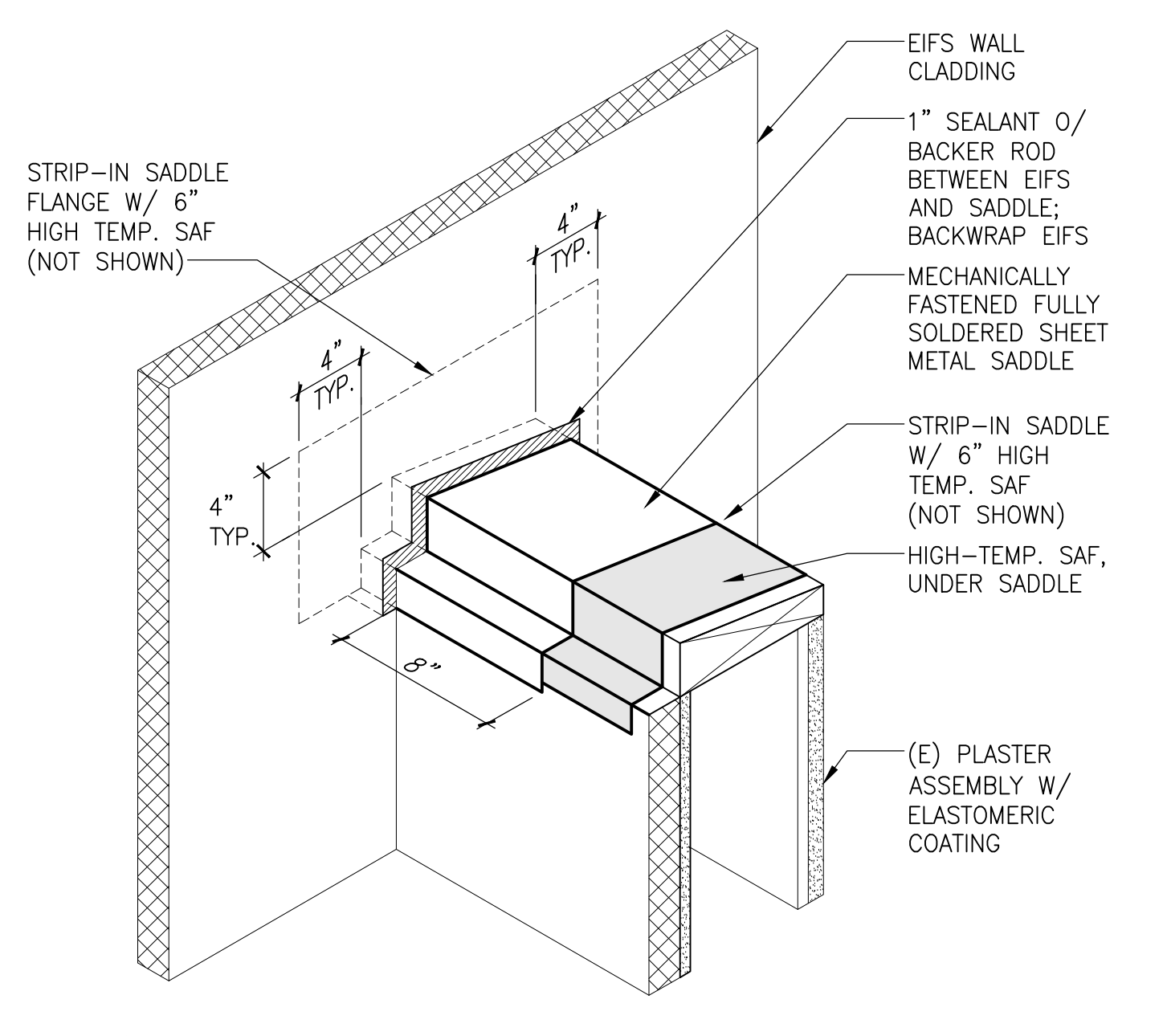
3 WALL BASE AT ROOF
SCALE: N.T.S.



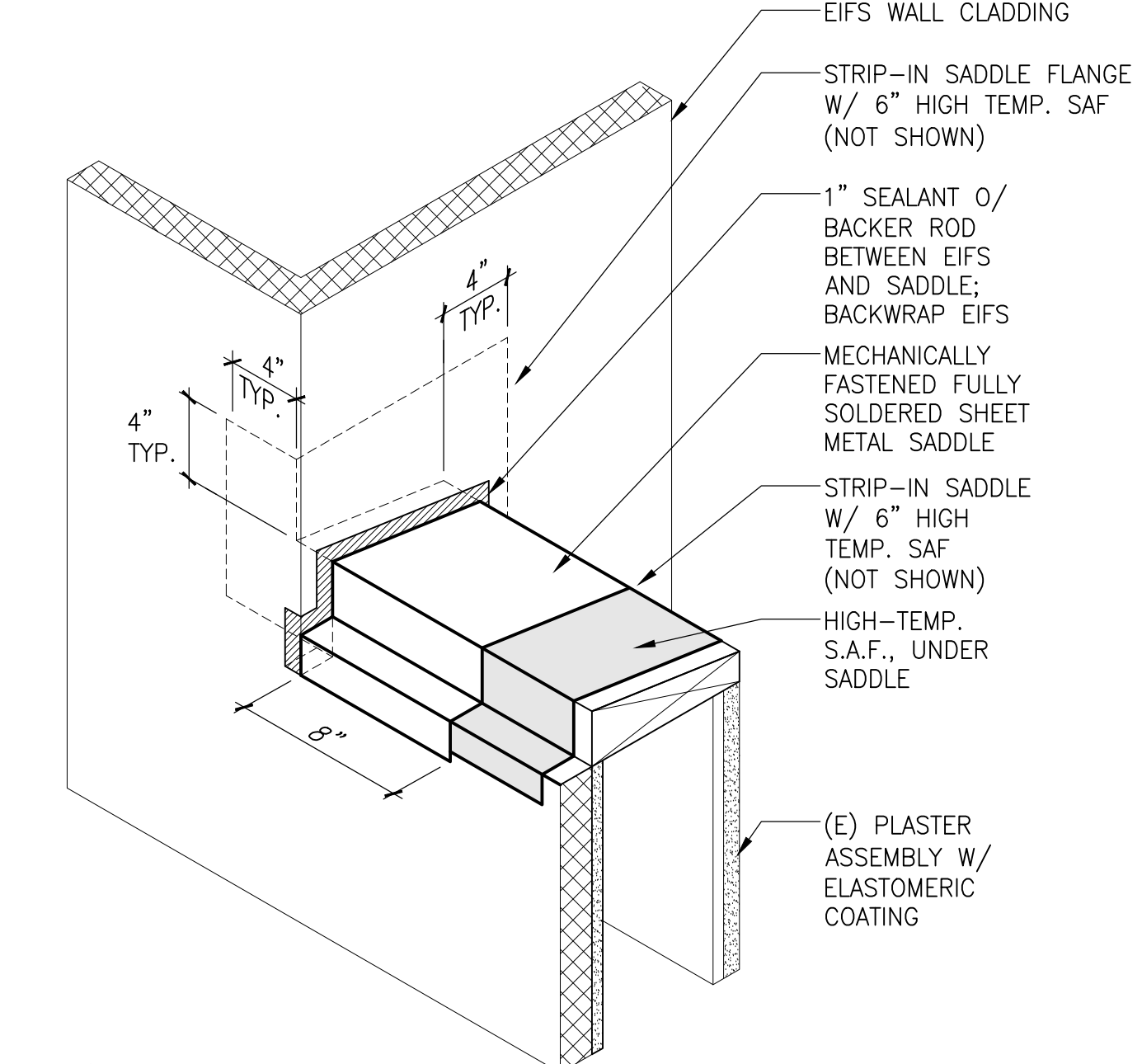
4 WALL BASE AT PAVING
SCALE: N.T.S.



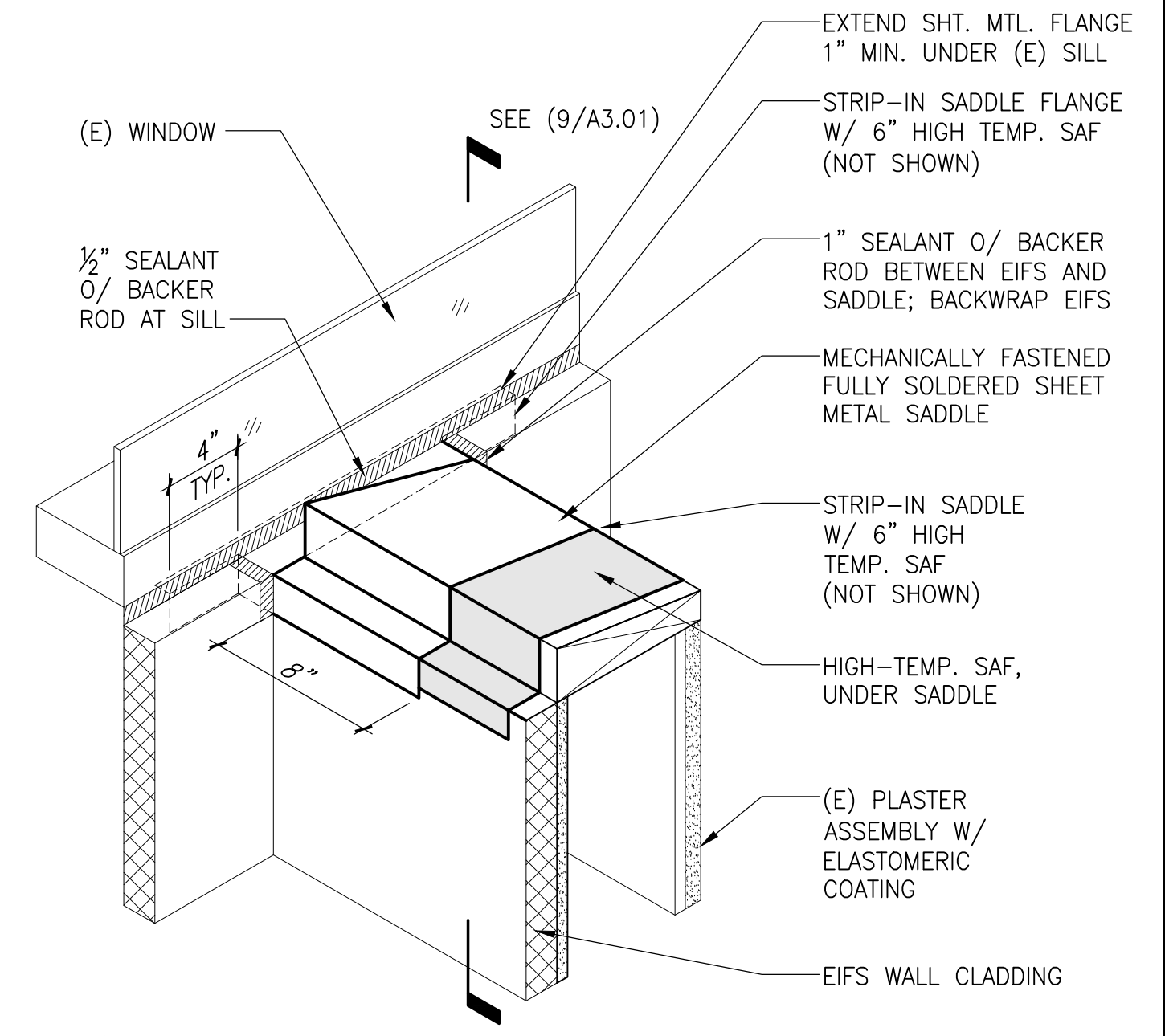
5 PARAPET WALL INTERSECTION ISOMETRIC (STEP 1)
SCALE: N.T.S.



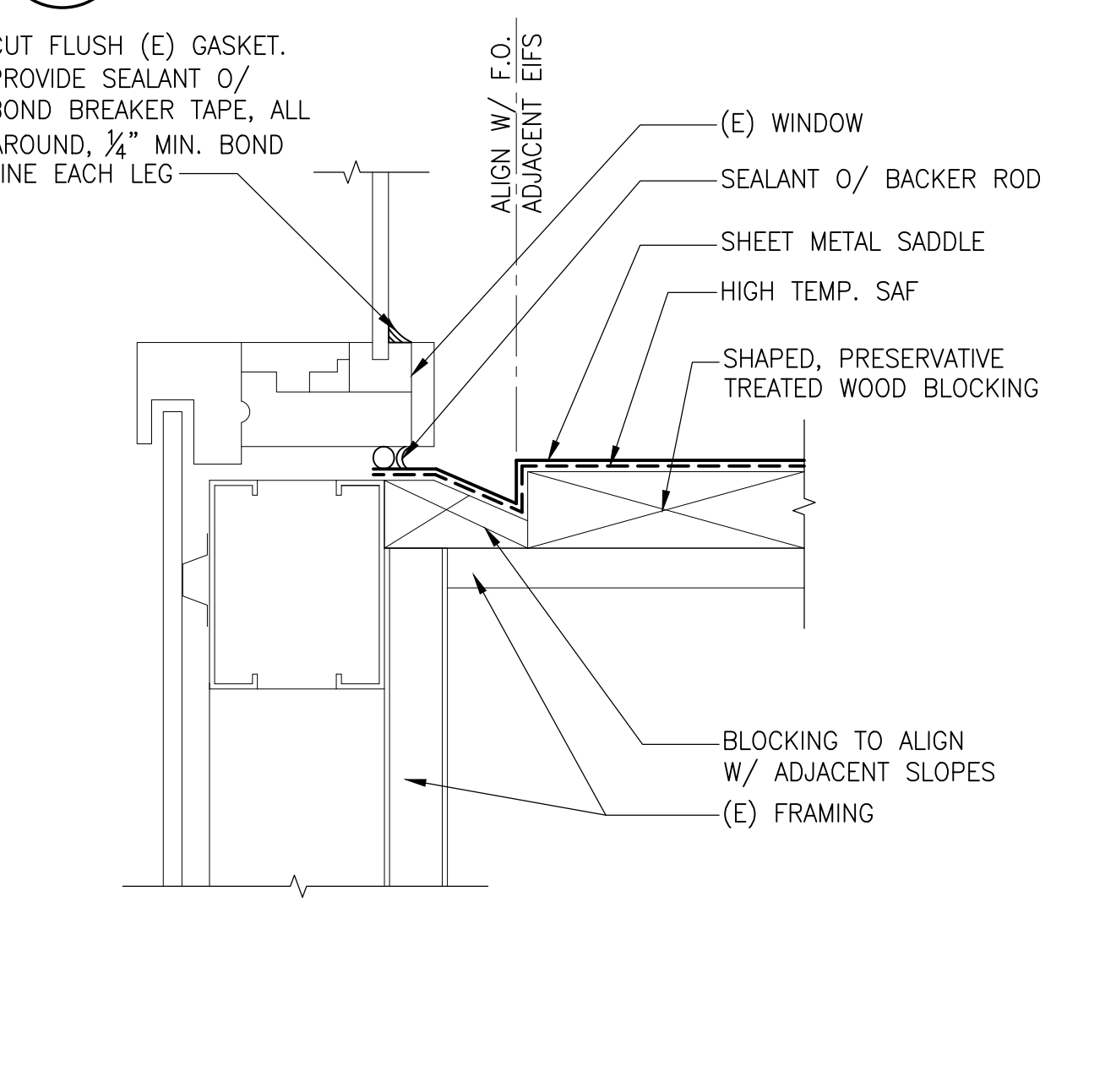
6 PARAPET WALL INTERSECTION ISOMETRIC (STEP 2A - USE WHERE INDICATED)
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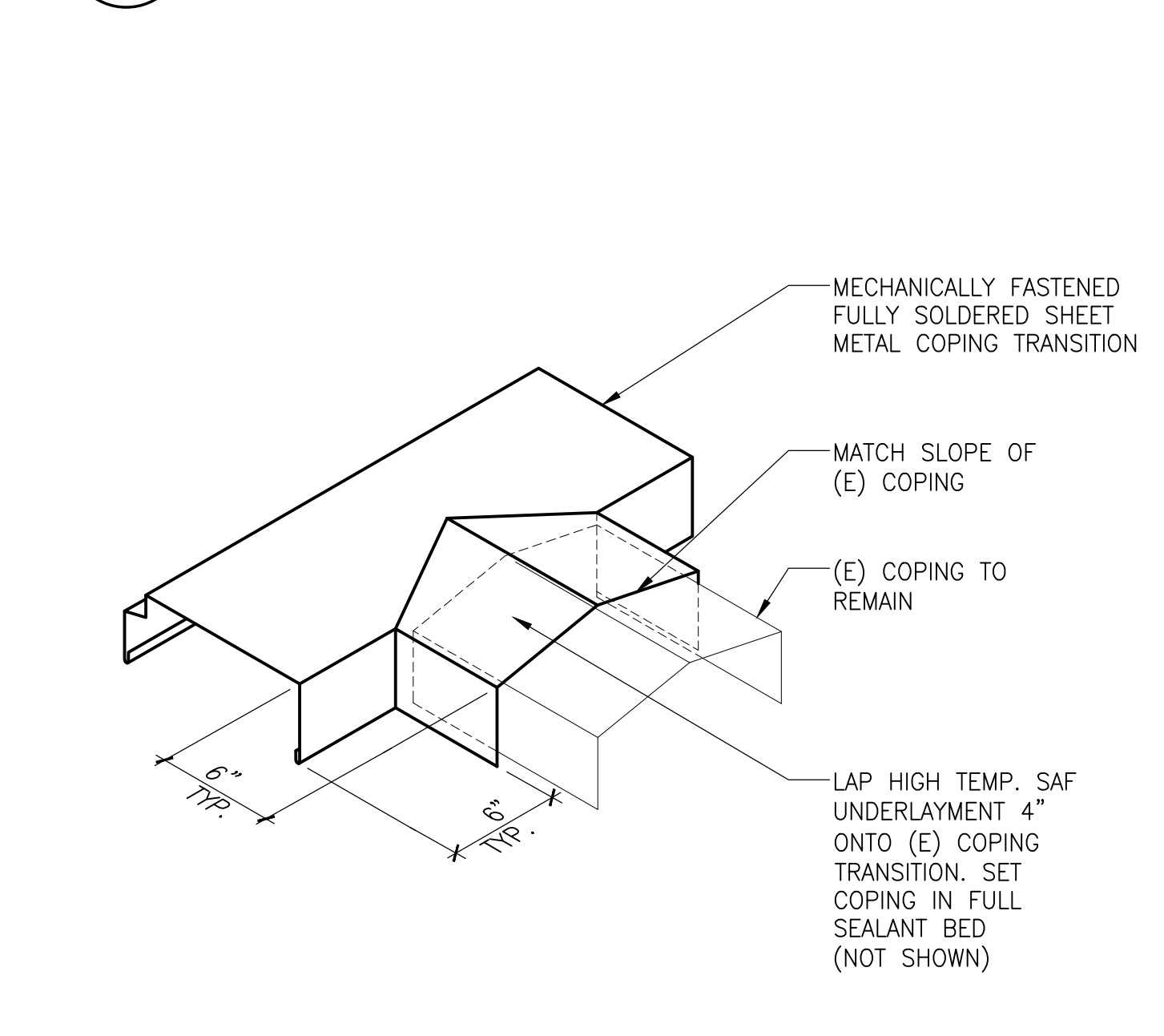
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SCALE: N.T.S.



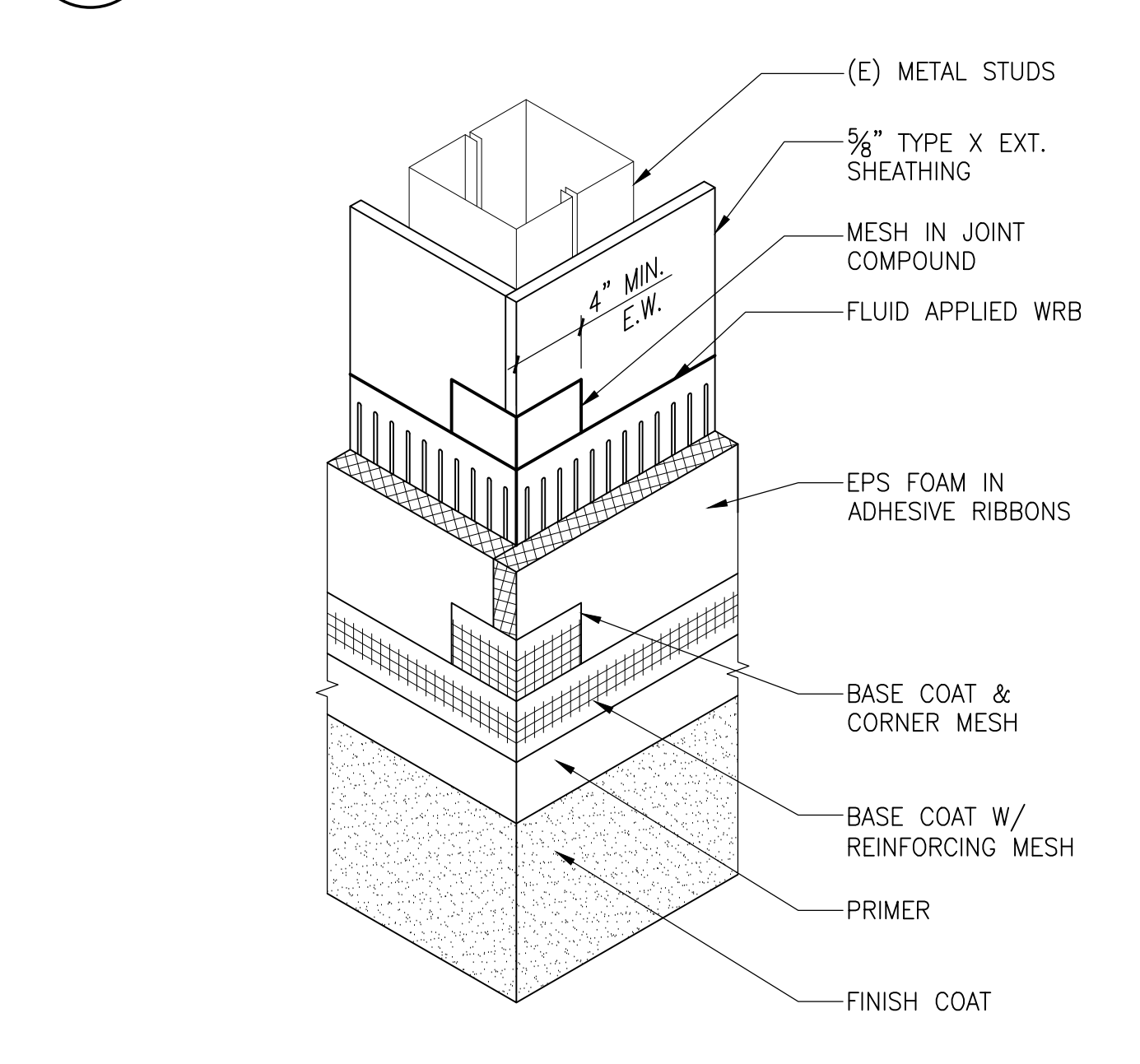
8 PARAPET WALL INTERSECTION ISOMETRIC (STEP 2C - USE WHERE INDICATED)
SCALE: N.T.S.



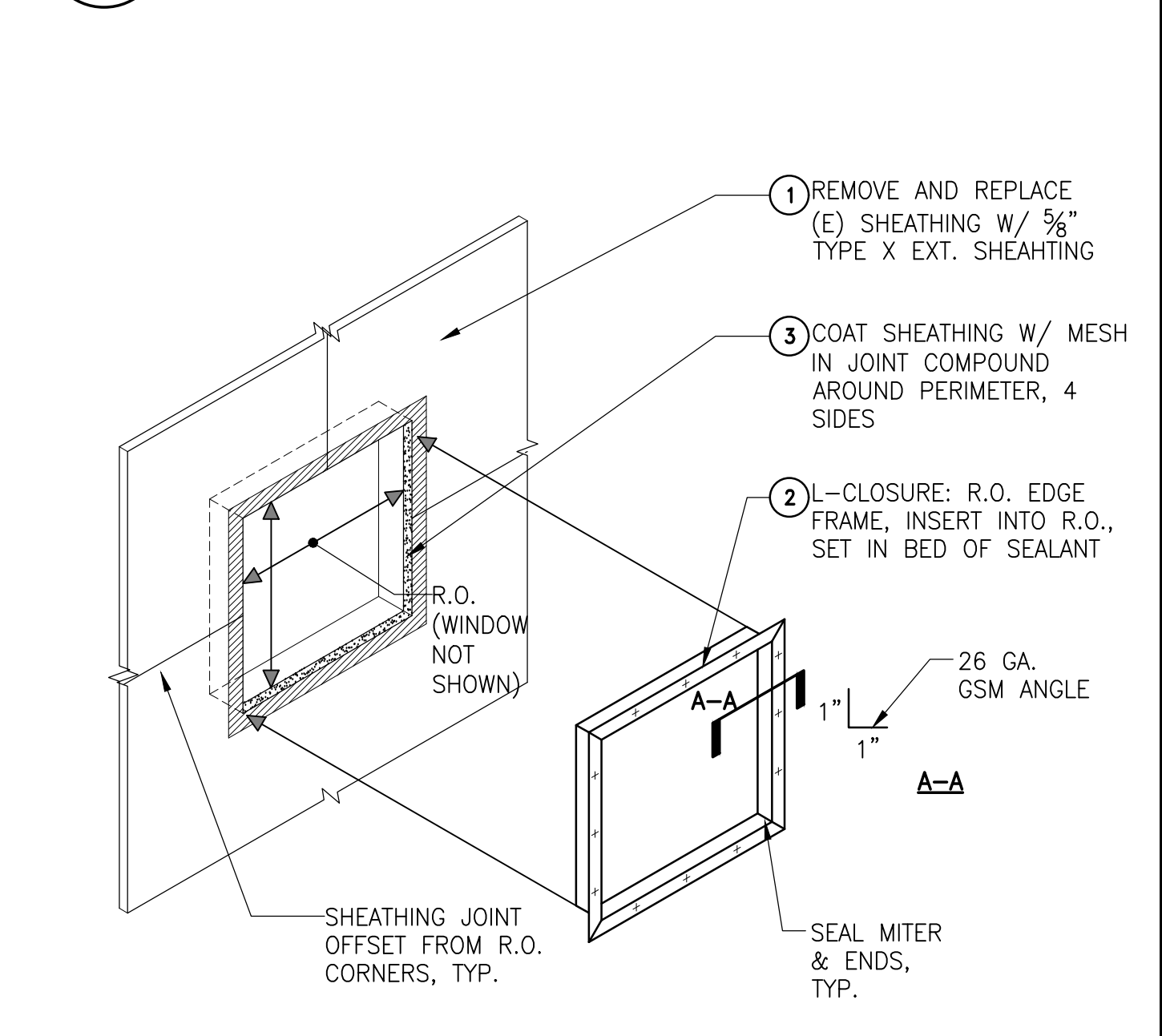
9 PARAPET AT WINDOW SILL
SCALE: N.T.S.



10 (E) COPING TRANSITION
SCALE: N.T.S.



11 TYP. OUTSIDE WALL CORNER - ISOMETRIC (INSIDE CORNER, SIM.)
SCALE: N.T.S.



12 TYP. ROUGH OPENING PREP. SHEATHING & EDGE CLOSURE
SCALE: N.T.S.

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No.	Date	Description	By
3	11/20/17	Bid Set	ALH
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EIFS EXTERIOR WALL REPLACEMENT
EDMUND D. EDELMAN CHILDREN'S COURT
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754

Project

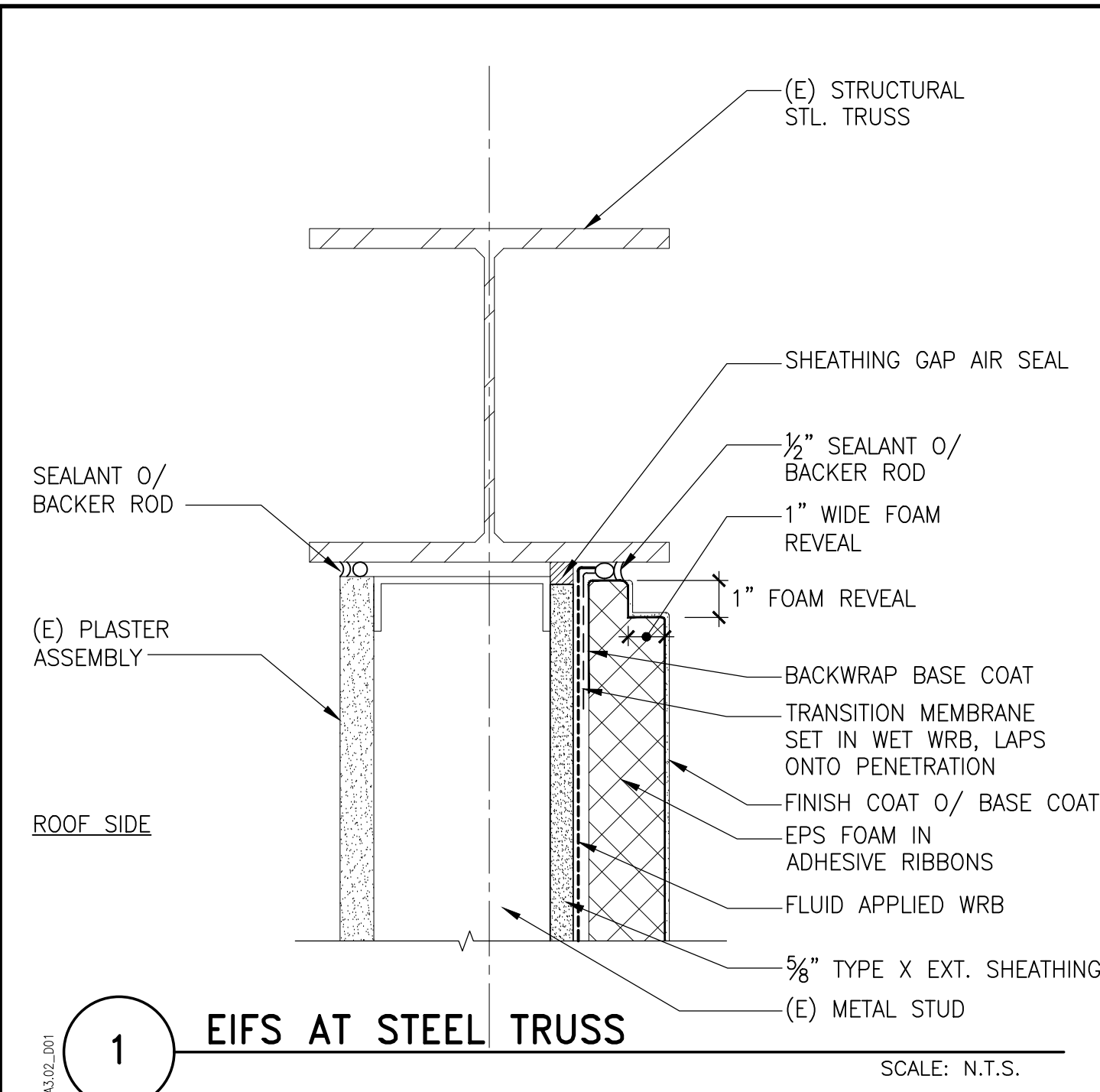
EXTERIOR WALL DETAILS

Drawing Title

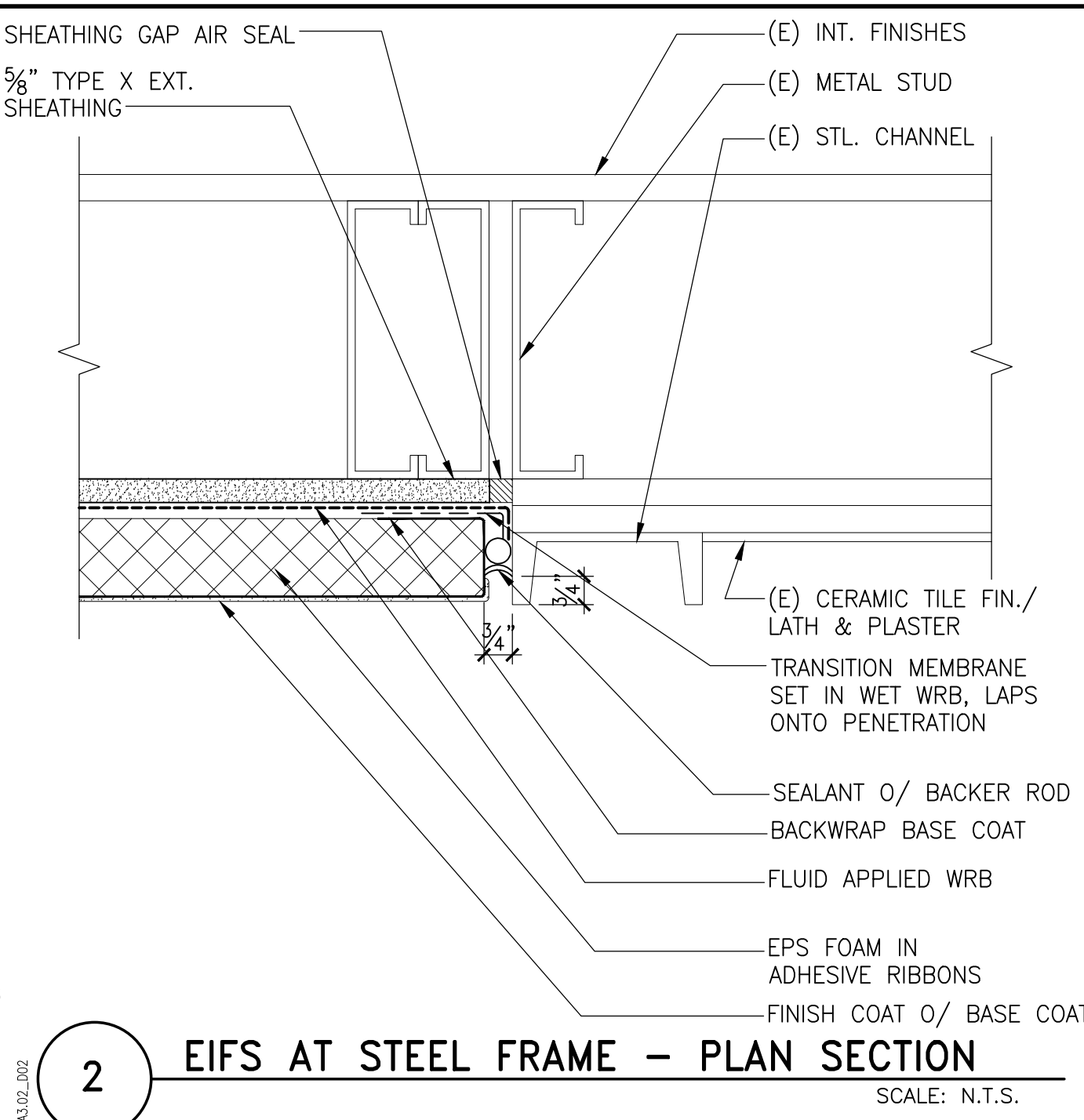
Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED
Drawing No. A3.01		

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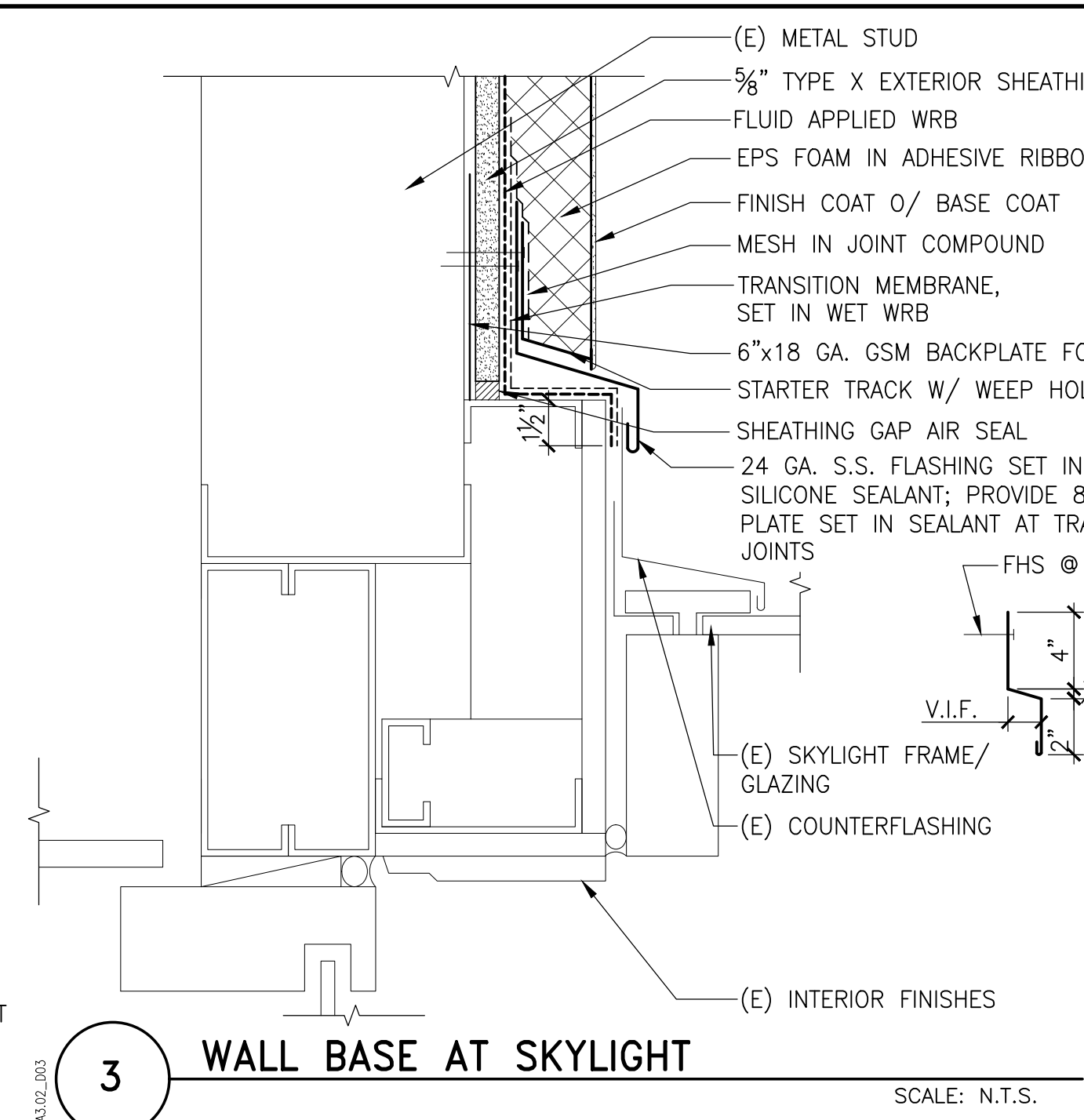
Consultant



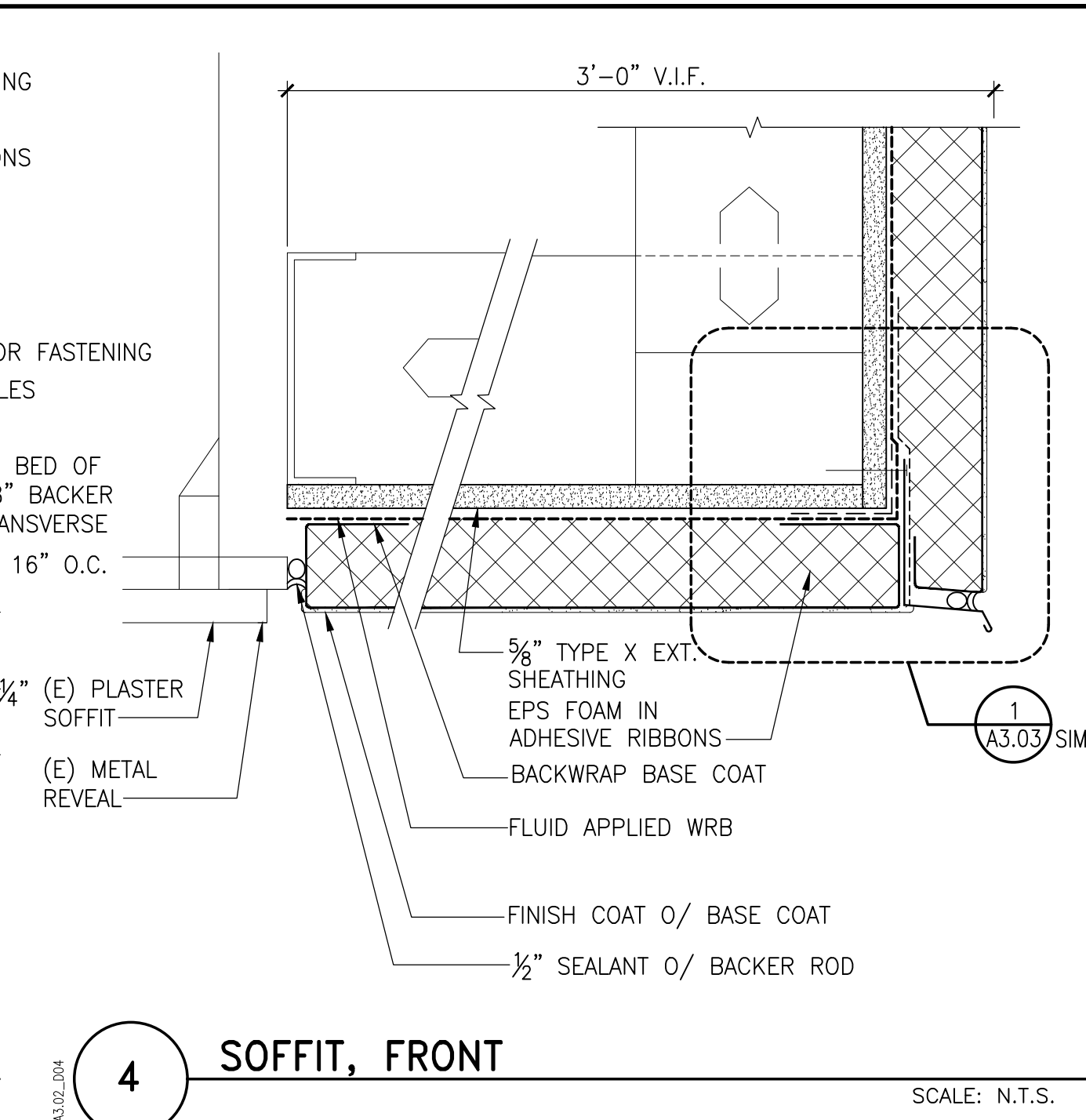
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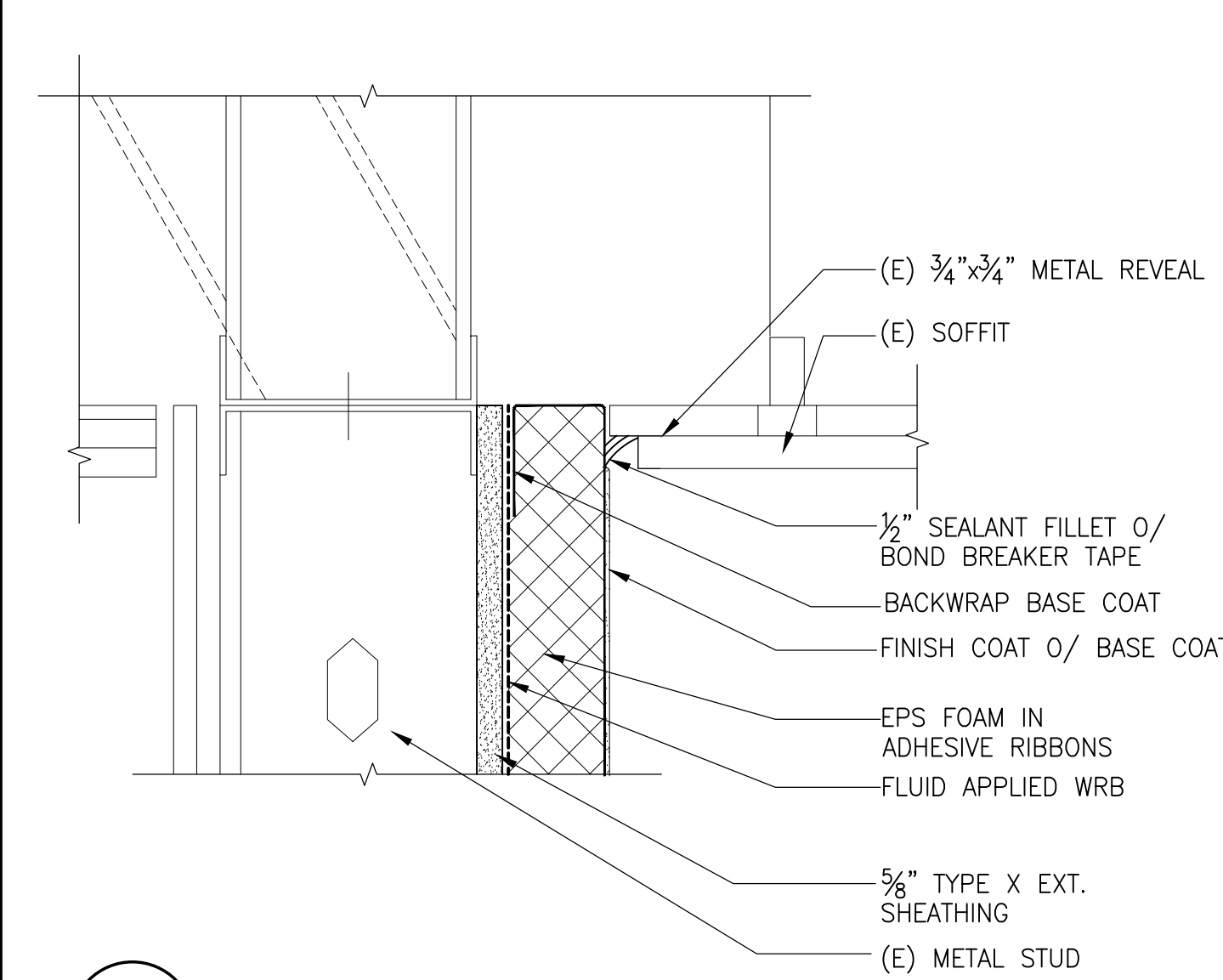
2 EIFS AT STEEL FRAME - PLAN SECTION
SCALE: N.T.S.



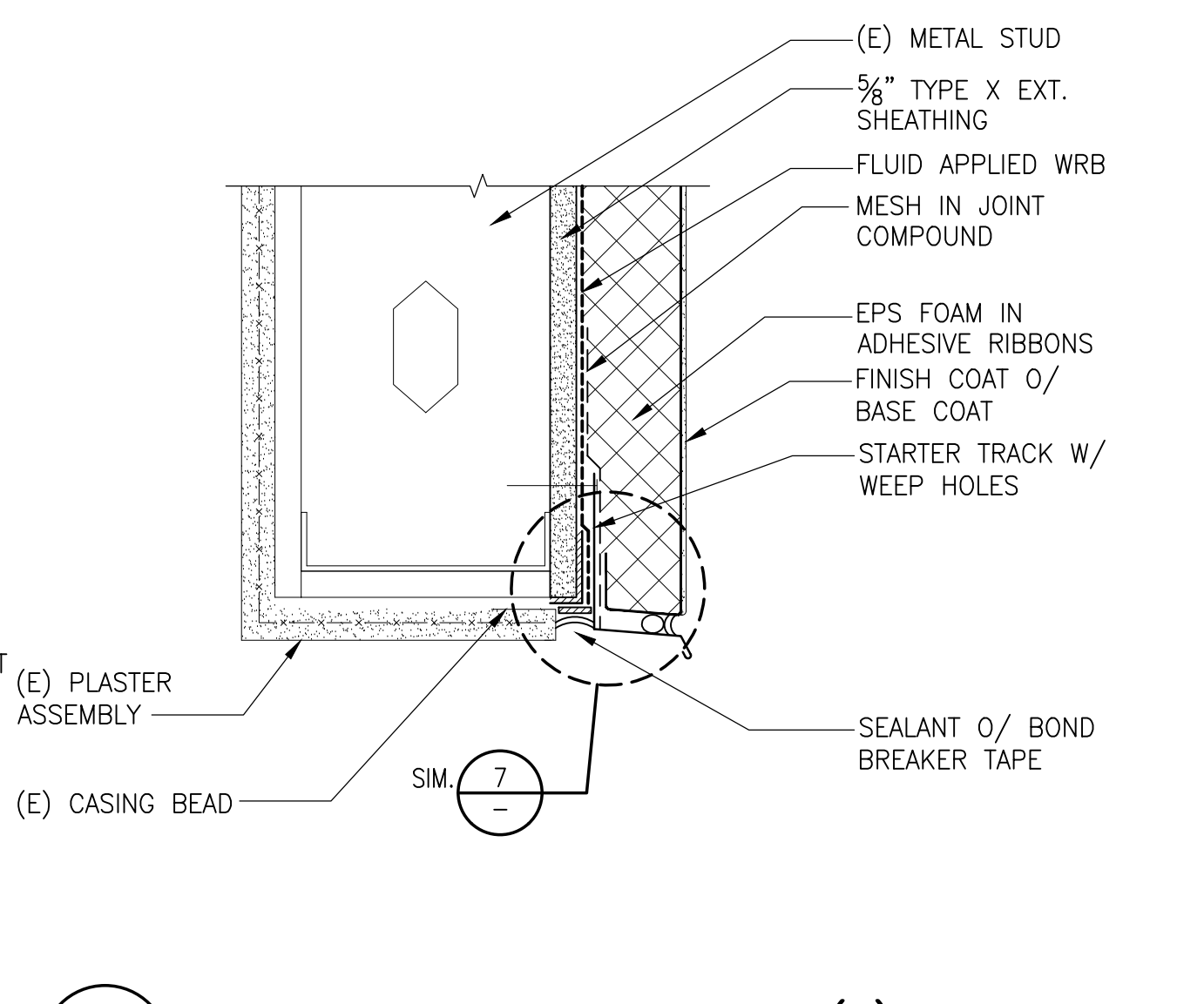
3 WALL BASE AT SKYLIGHT
SCALE: N.T.S.



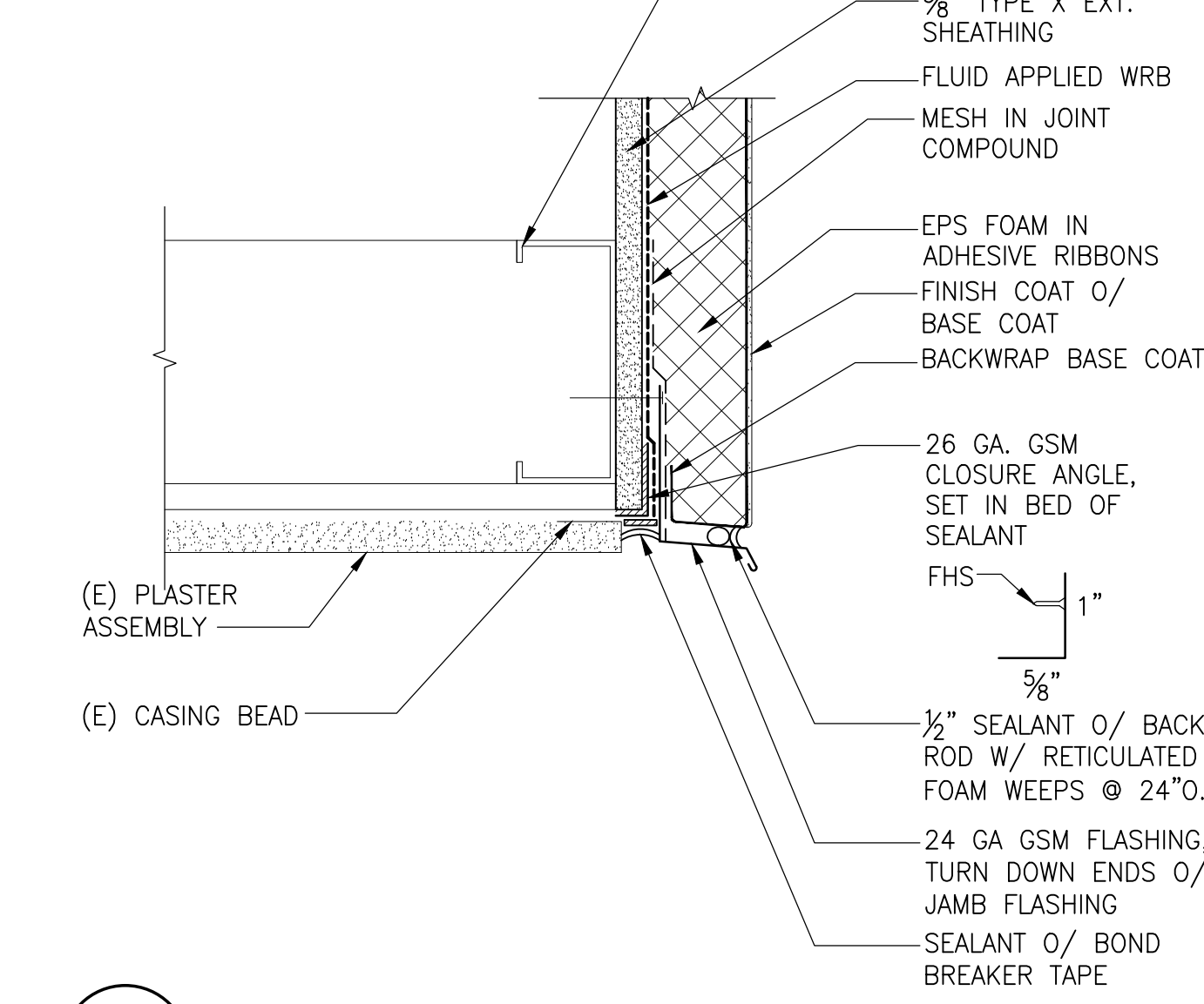
4 SOFFIT, FRONT
SCALE: N.T.S.



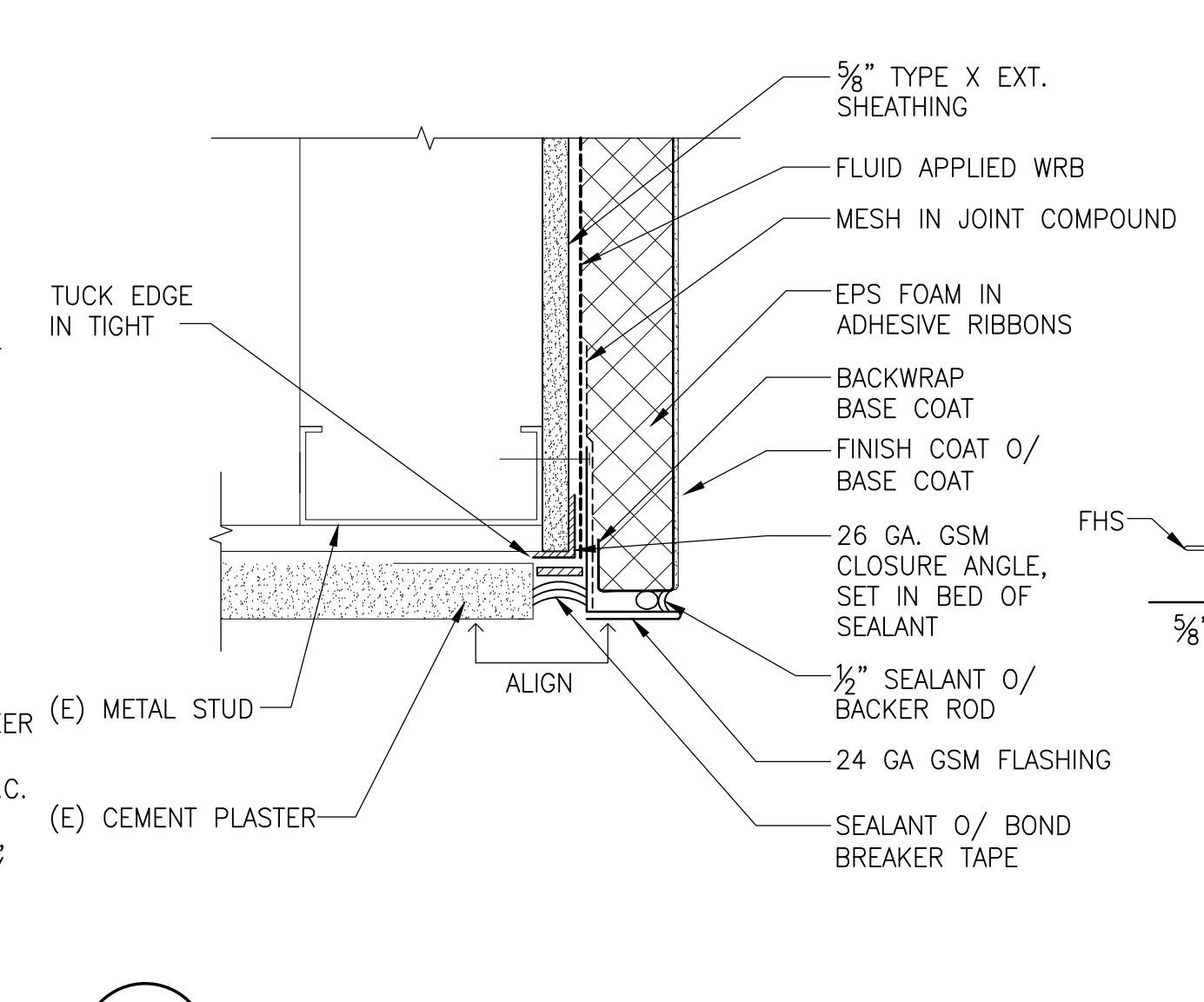
5 SOFFIT, BACK
SCALE: N.T.S.



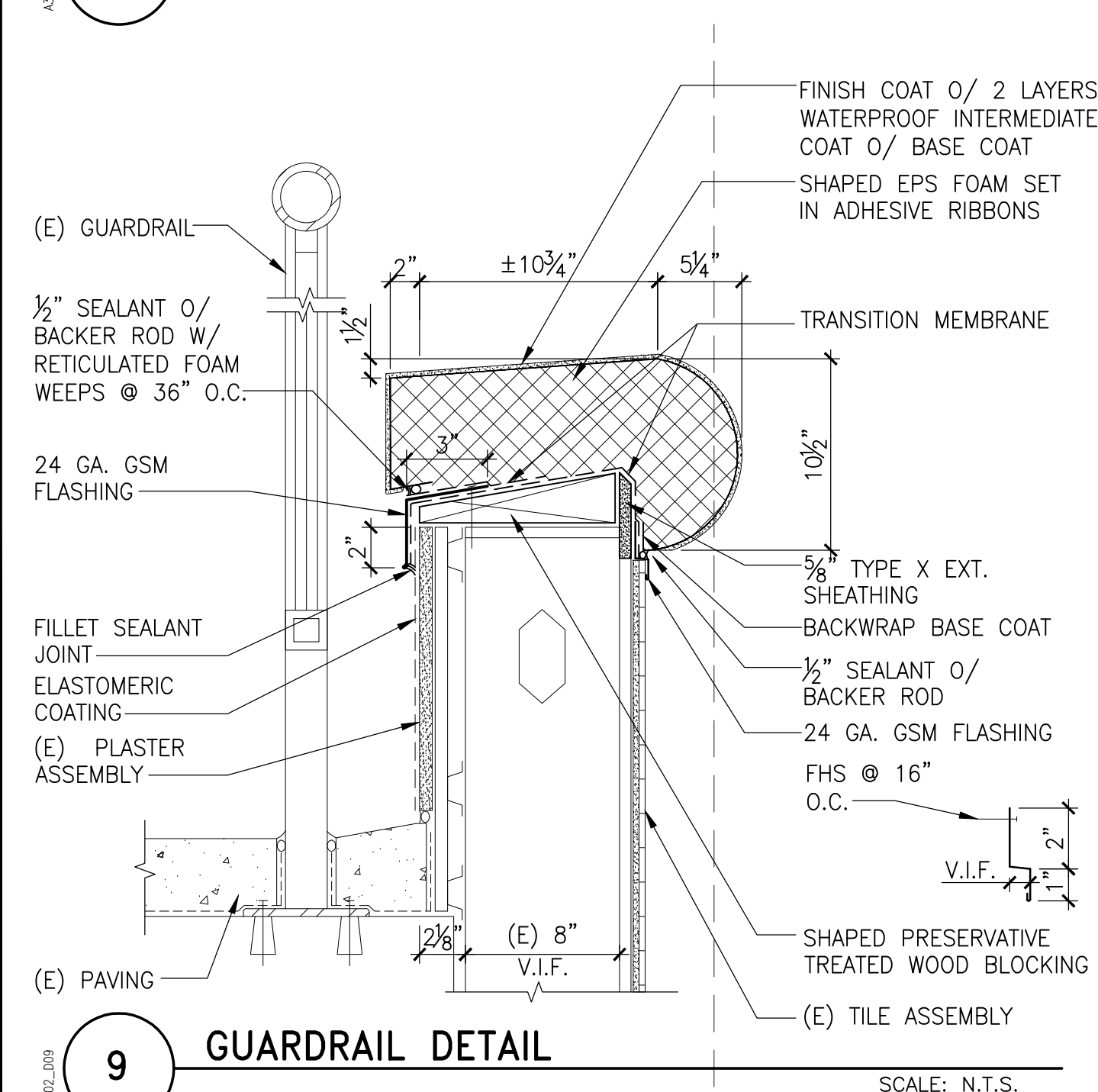
6 HEAD AT WALL OPENING W (E) PLASTER
SCALE: N.T.S.



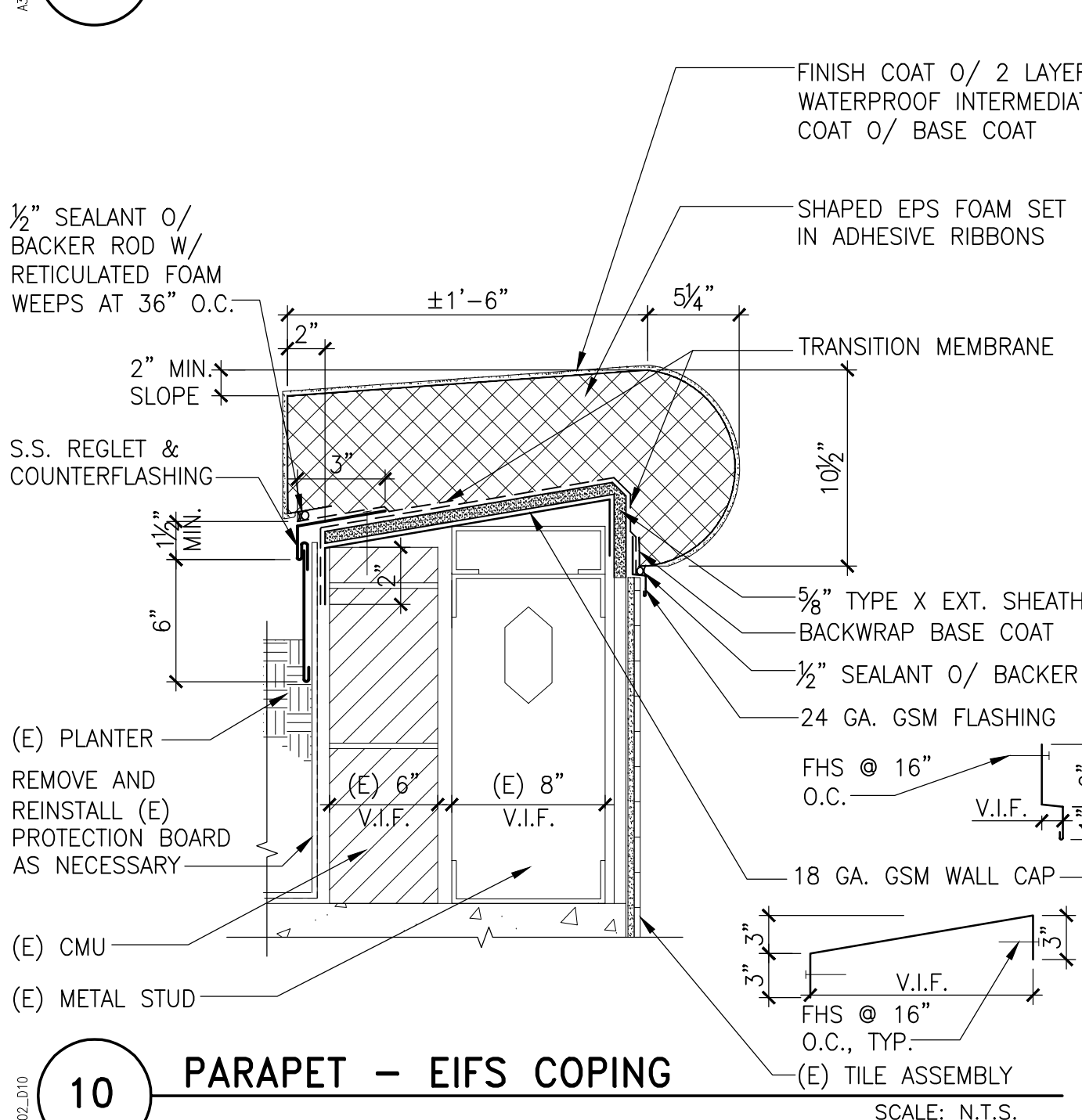
7 SOFFIT AT MECH. SCREEN
SCALE: N.T.S.



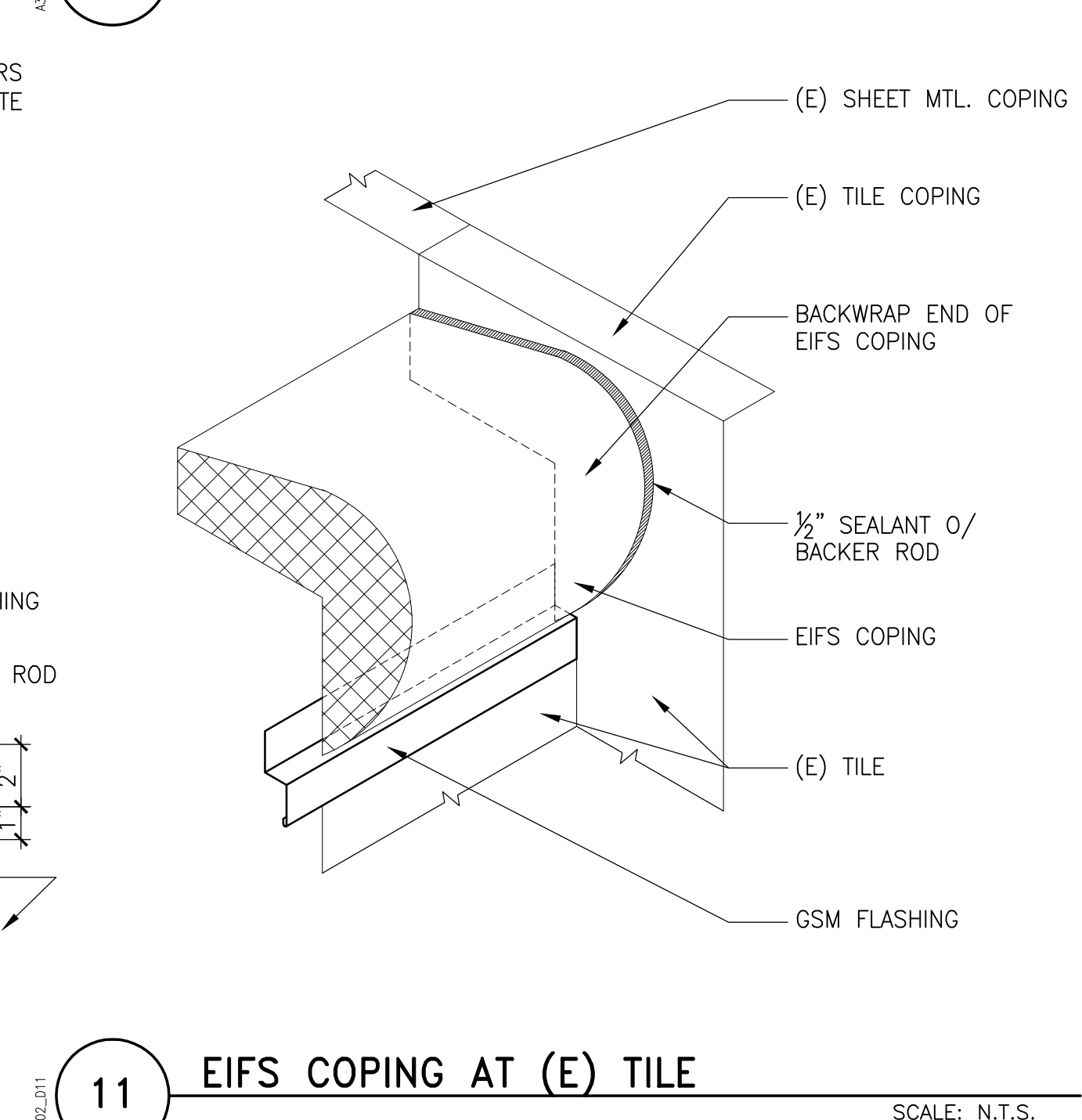
8 VERT. EDGE BELOW MECH. SCREEN PLAN SECTION
SCALE: N.T.S.



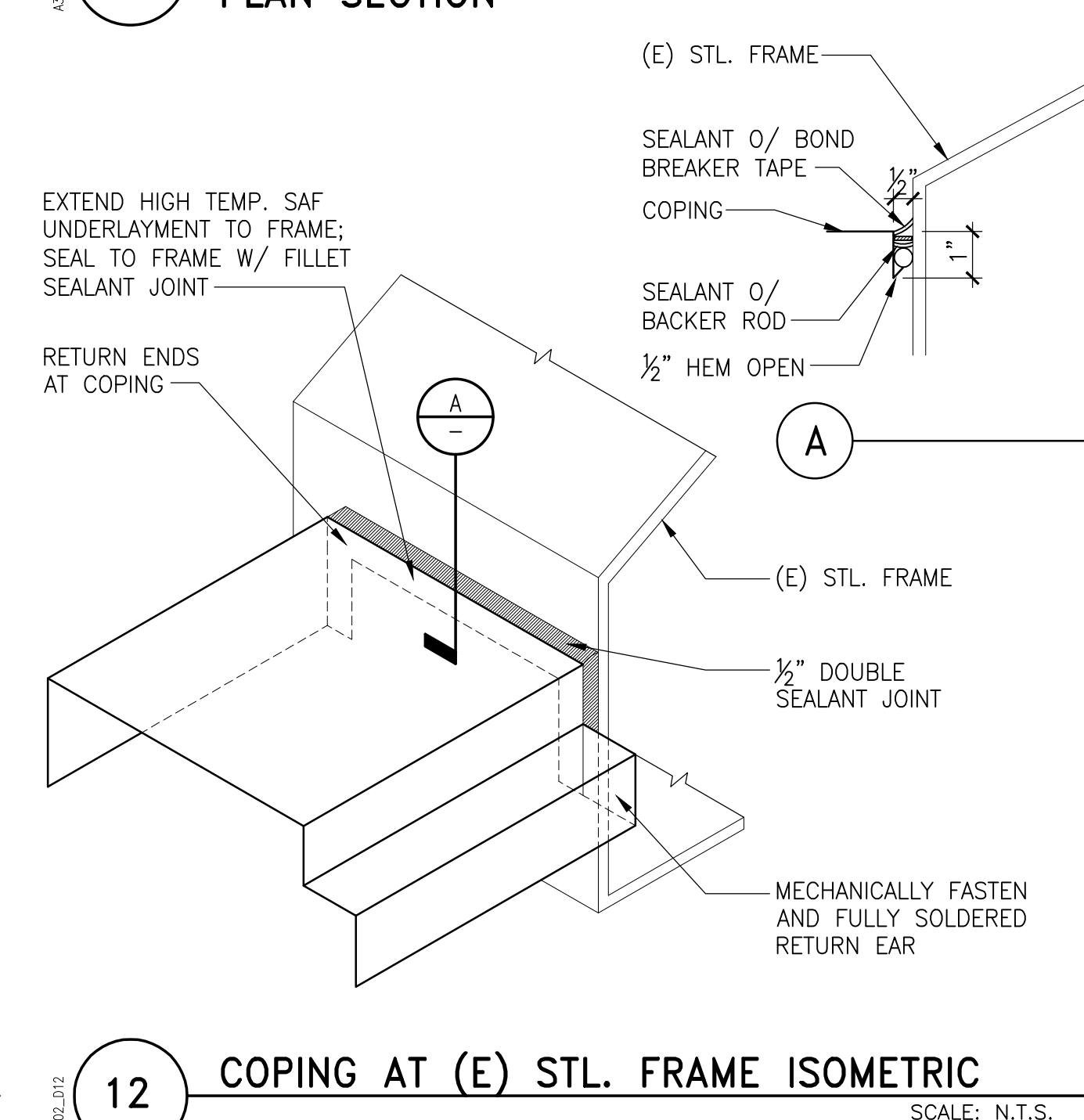
9 GUARDRAIL DETAIL
SCALE: N.T.S.



10 PARAPET - EIFS COPING
SCALE: N.T.S.



11 EIFS COPING AT (E) TILE
SCALE: N.T.S.



12 COPING AT (E) STL. FRAME ISOMETRIC
SCALE: N.T.S.

No.	Date	Description	By
3	11/20/17	Bid Set	ALH
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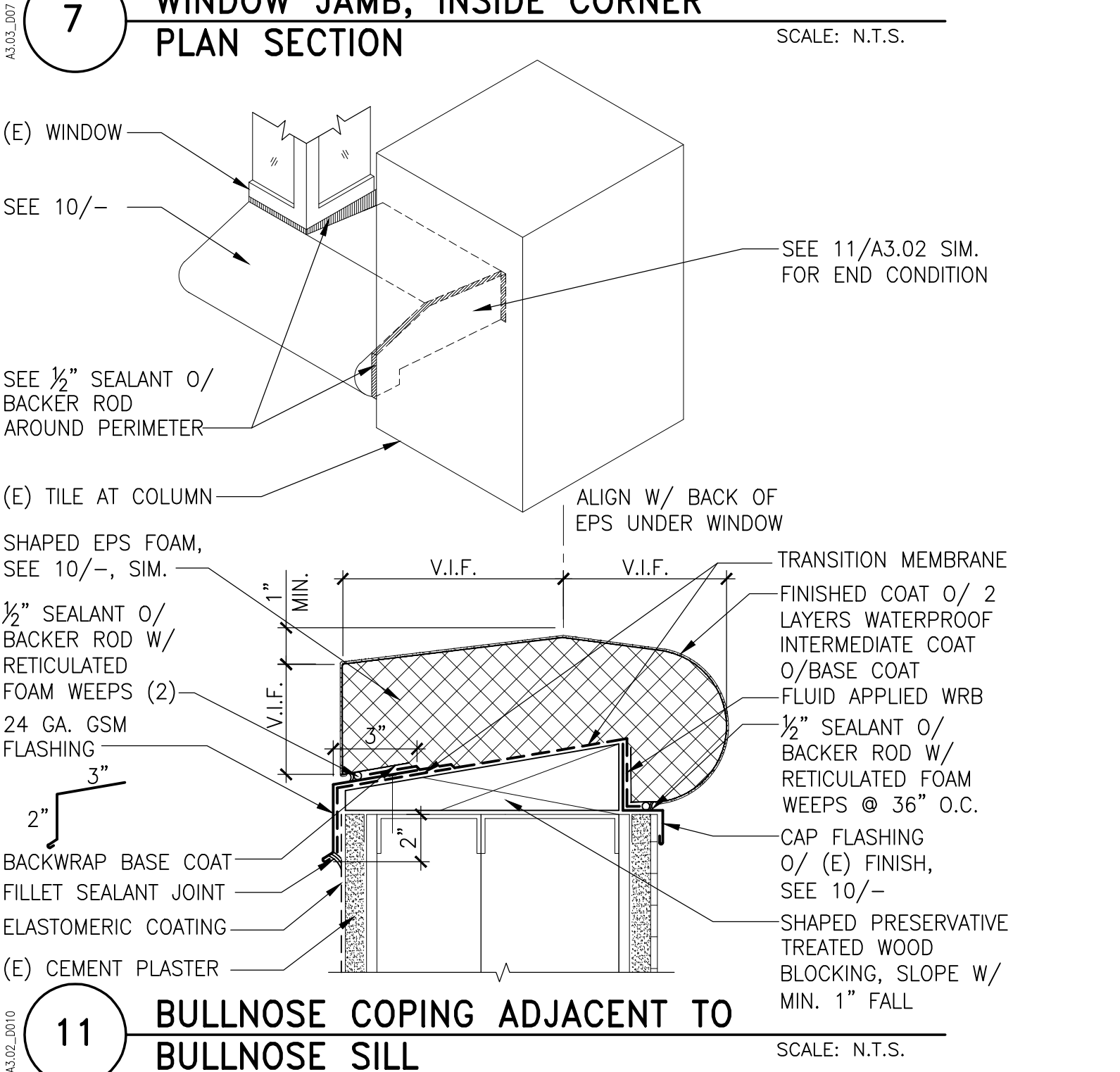
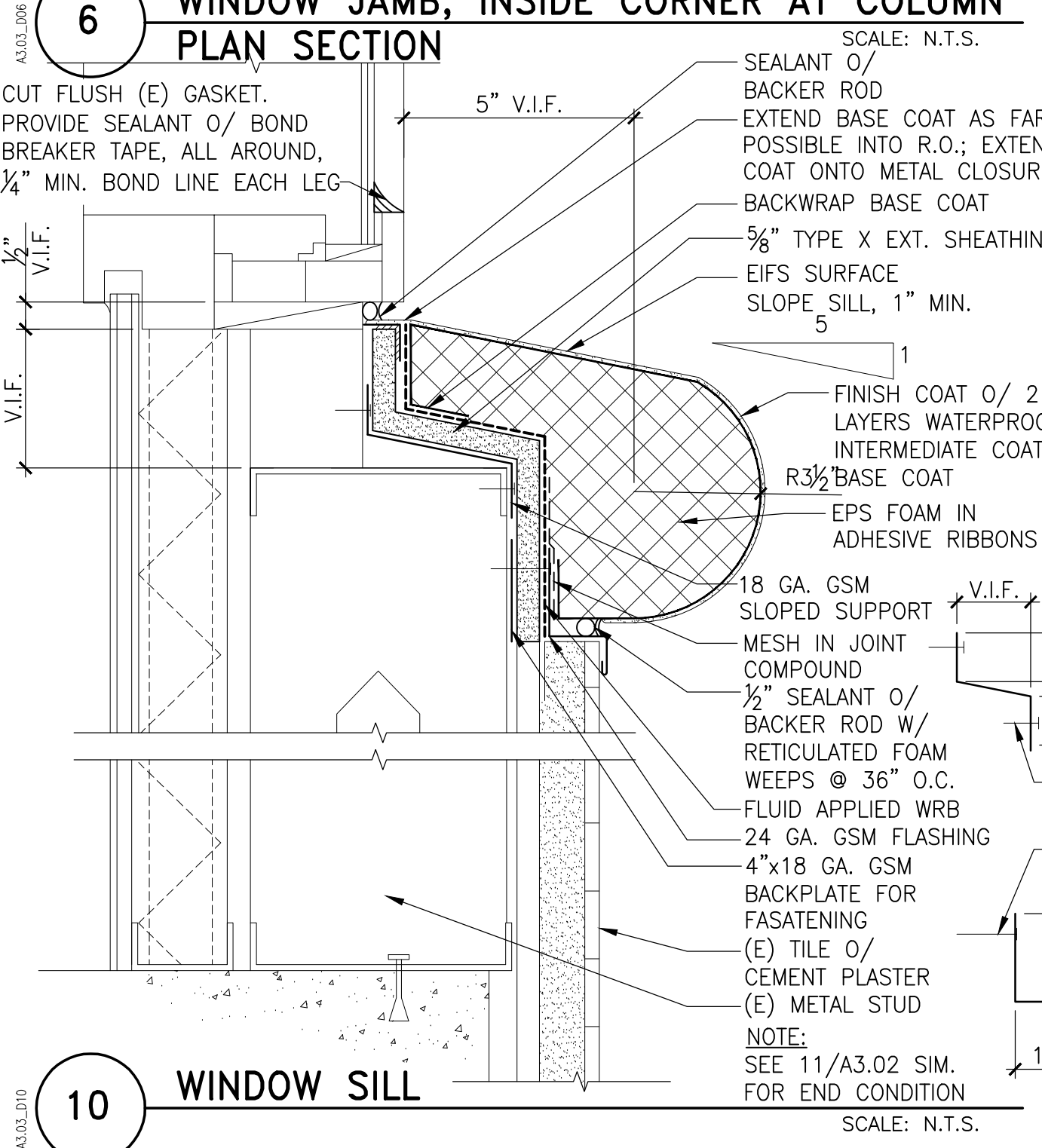
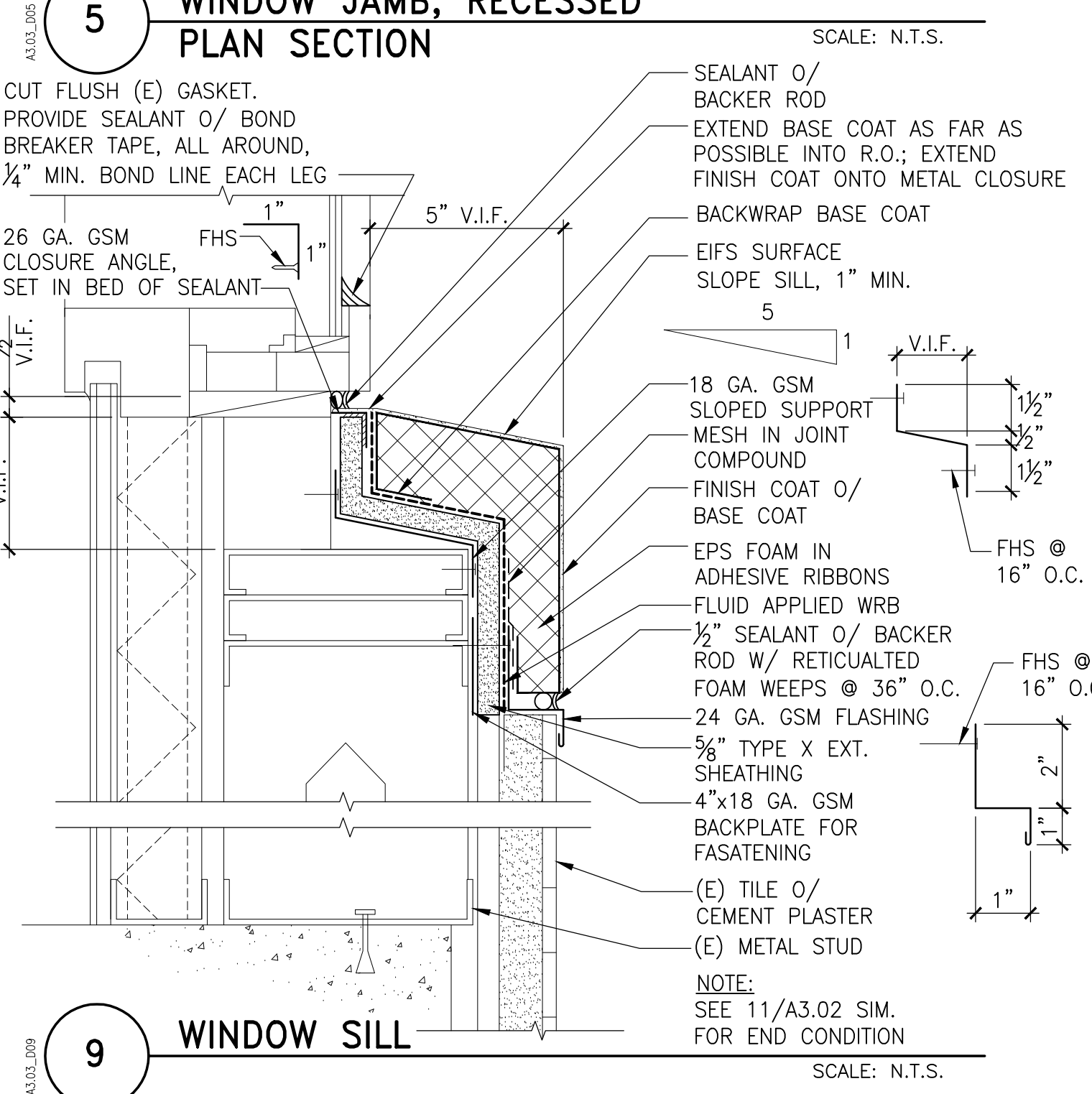
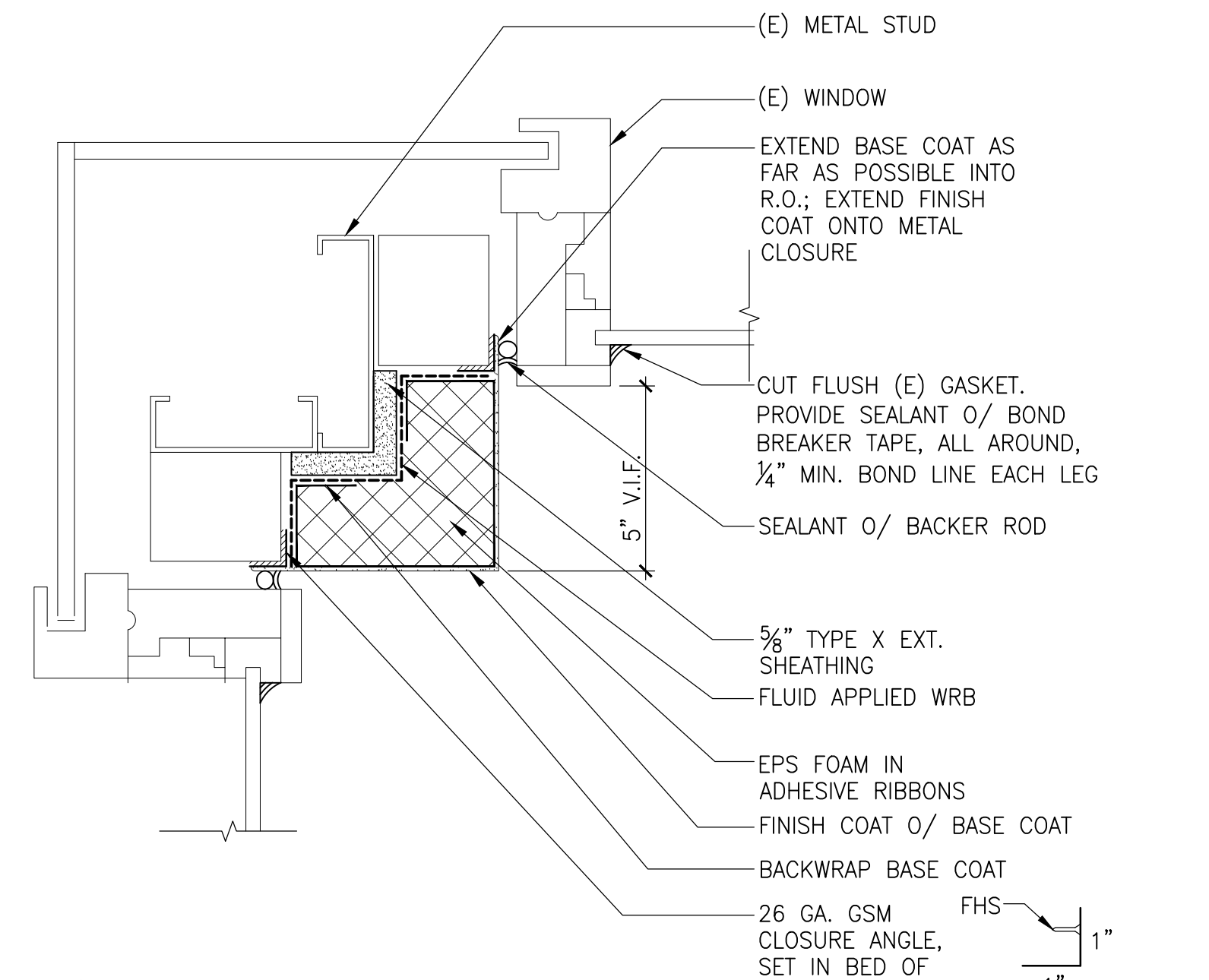
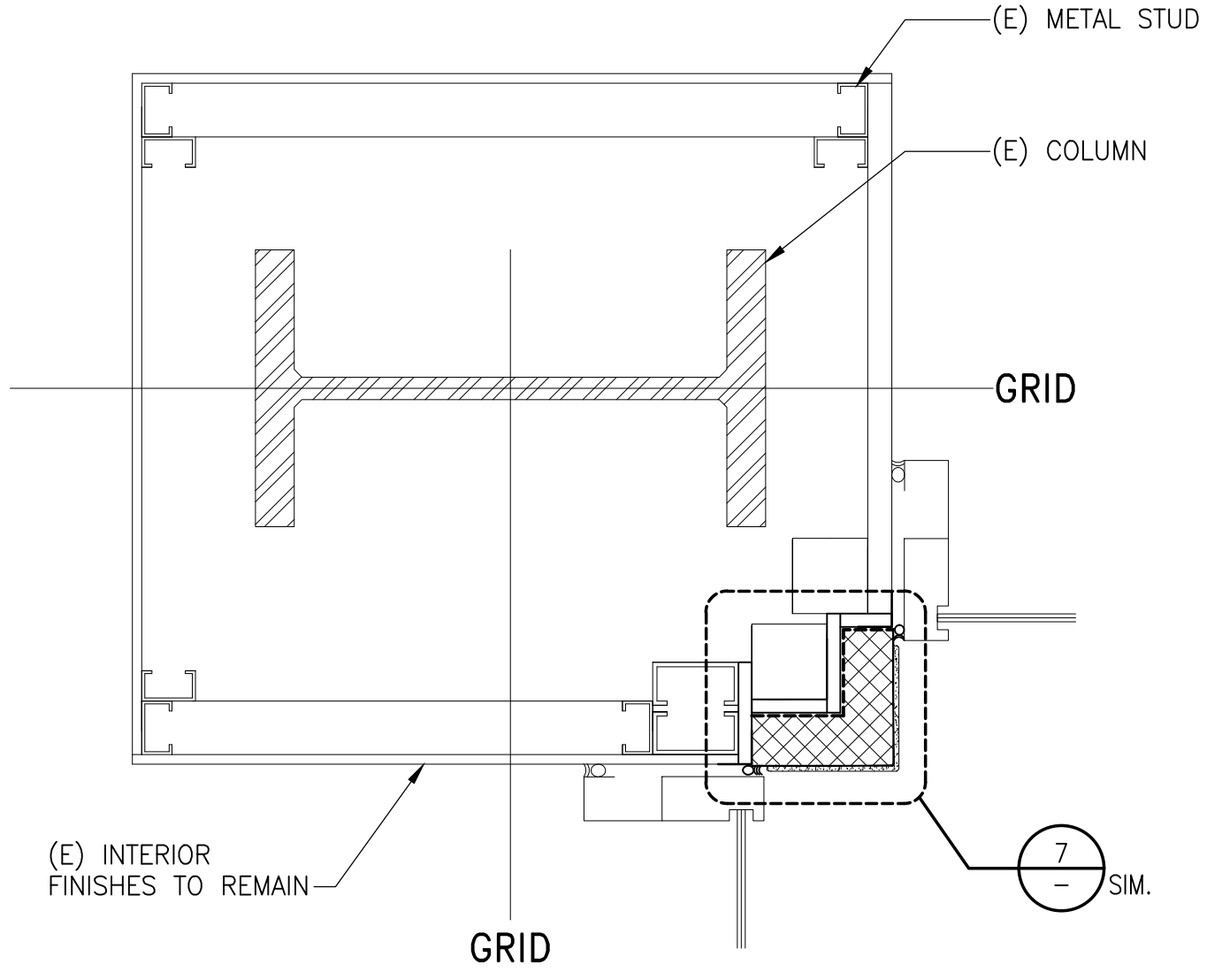
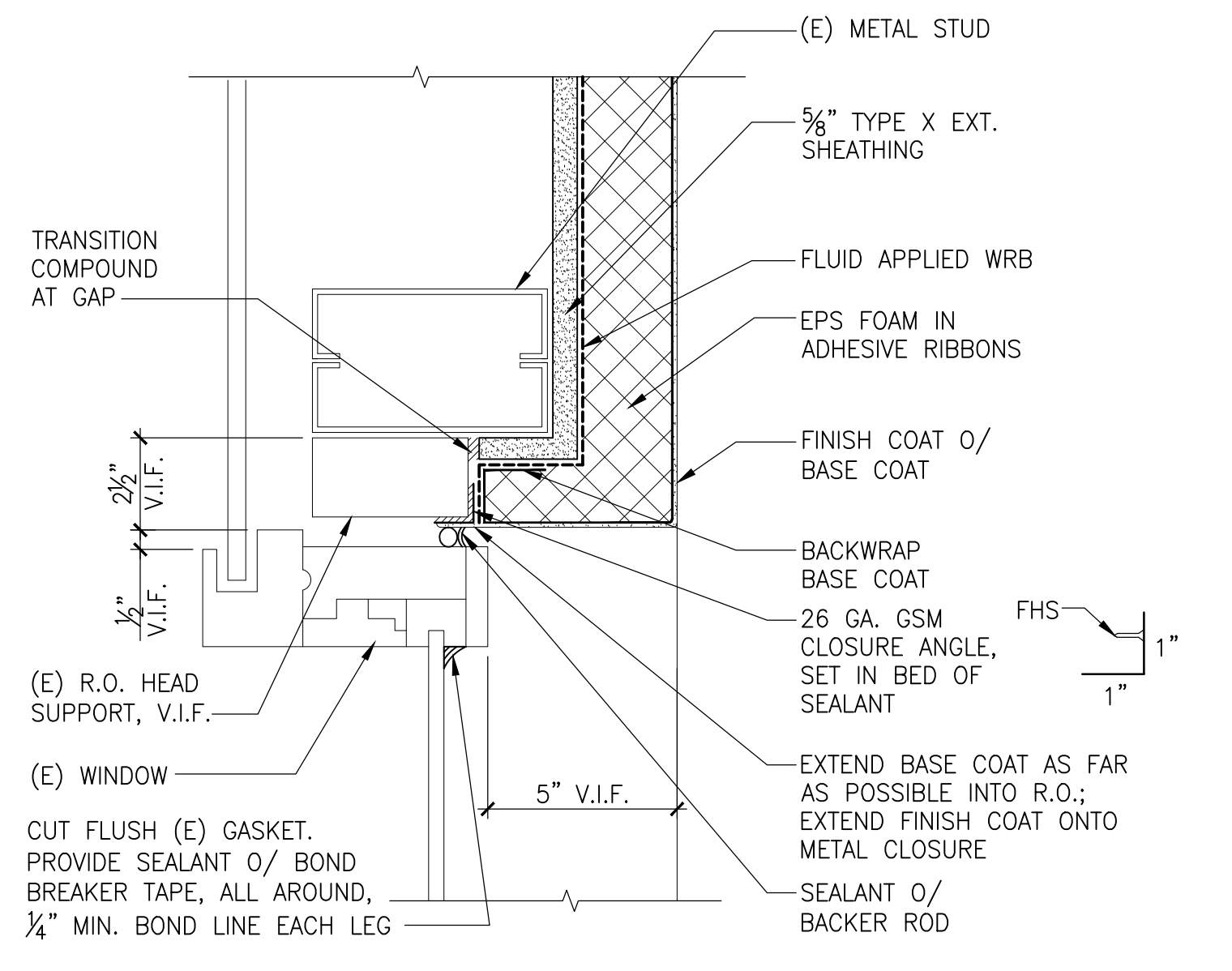
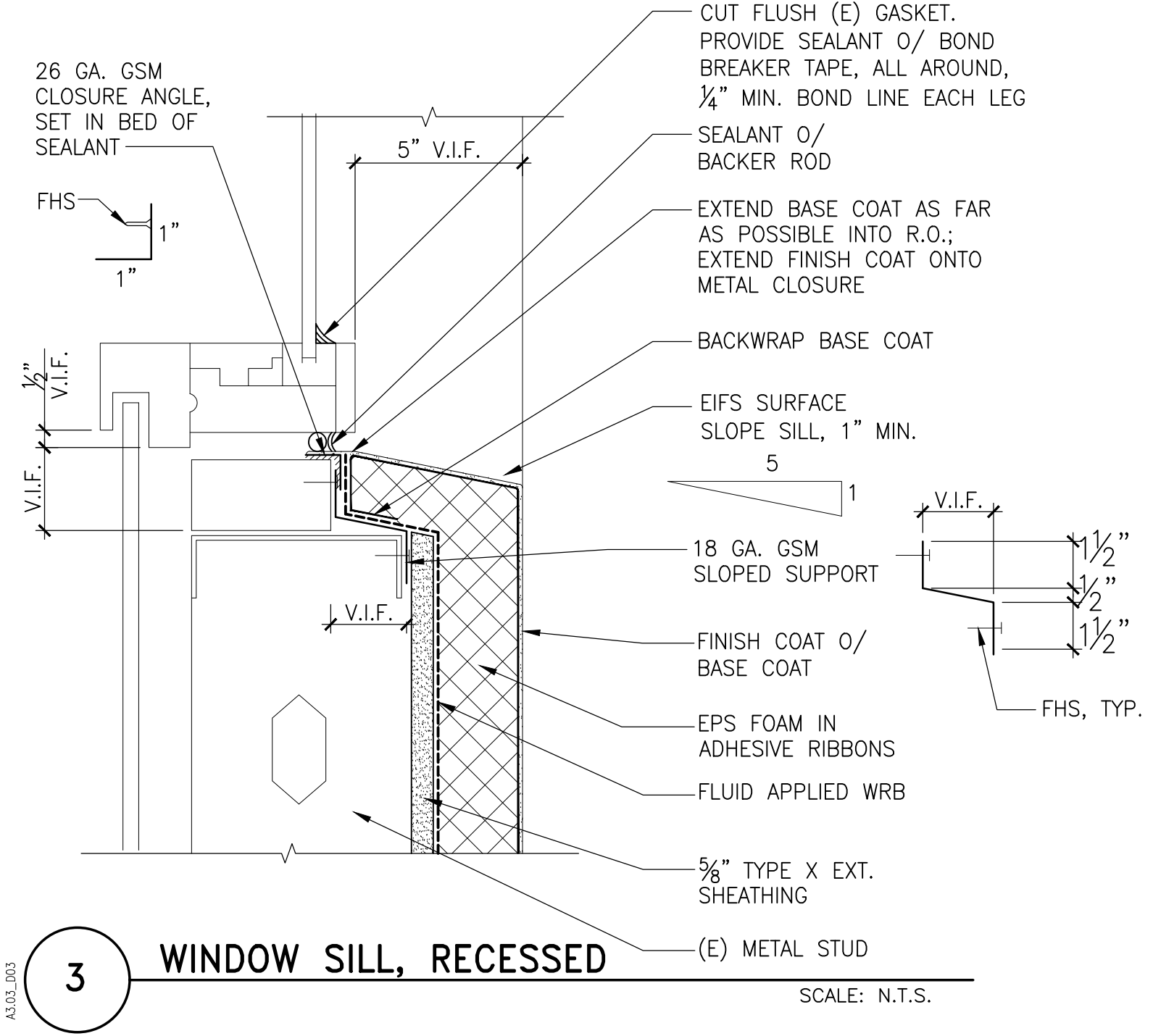
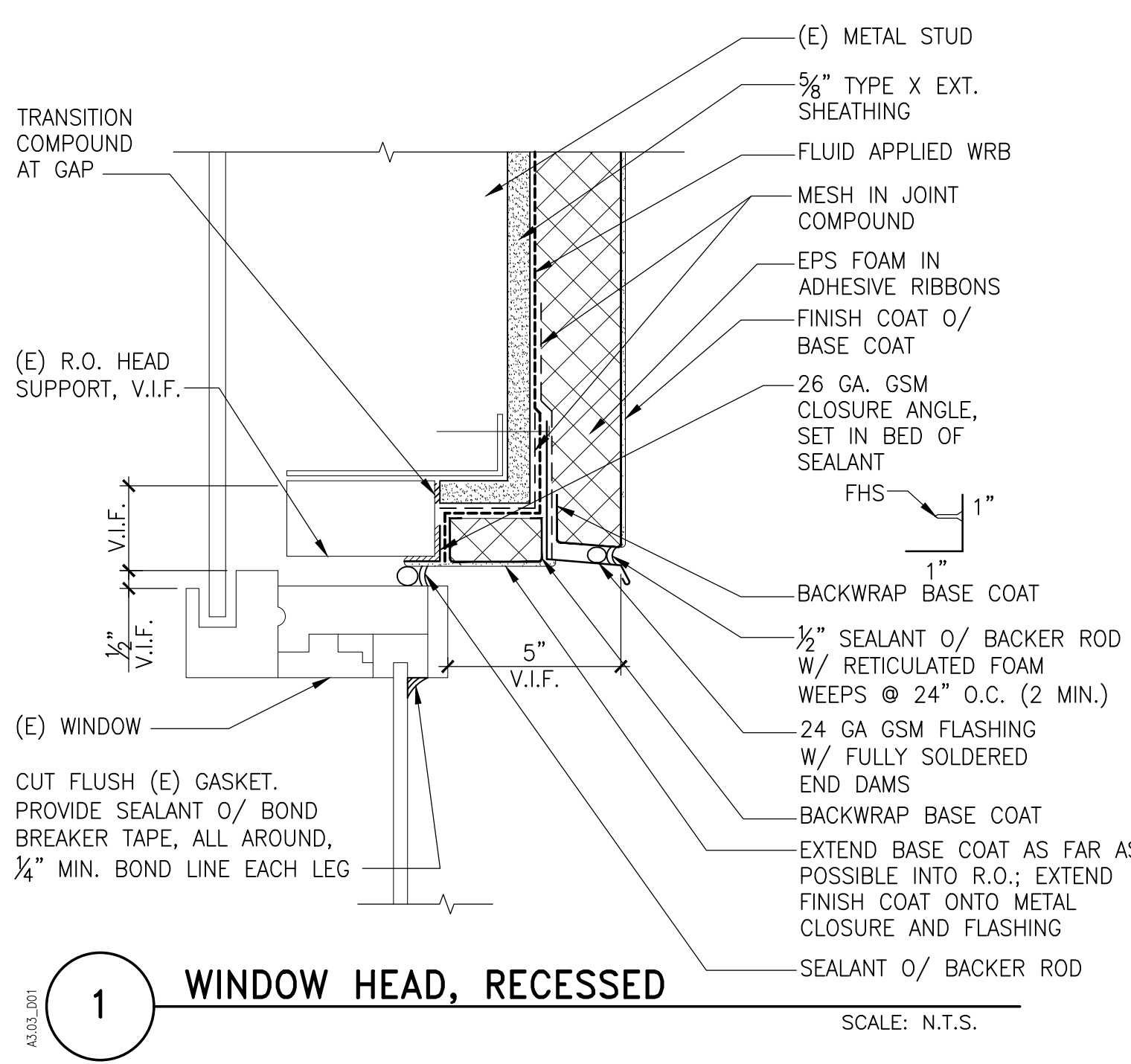
EIFS EXTERIOR WALL REPLACEMENT
EDMUND D. EDELMAN CHILDREN'S COURT
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754

EXTERIOR WALL DETAILS

Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED
Drawing No.		

A3.02

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Consultant

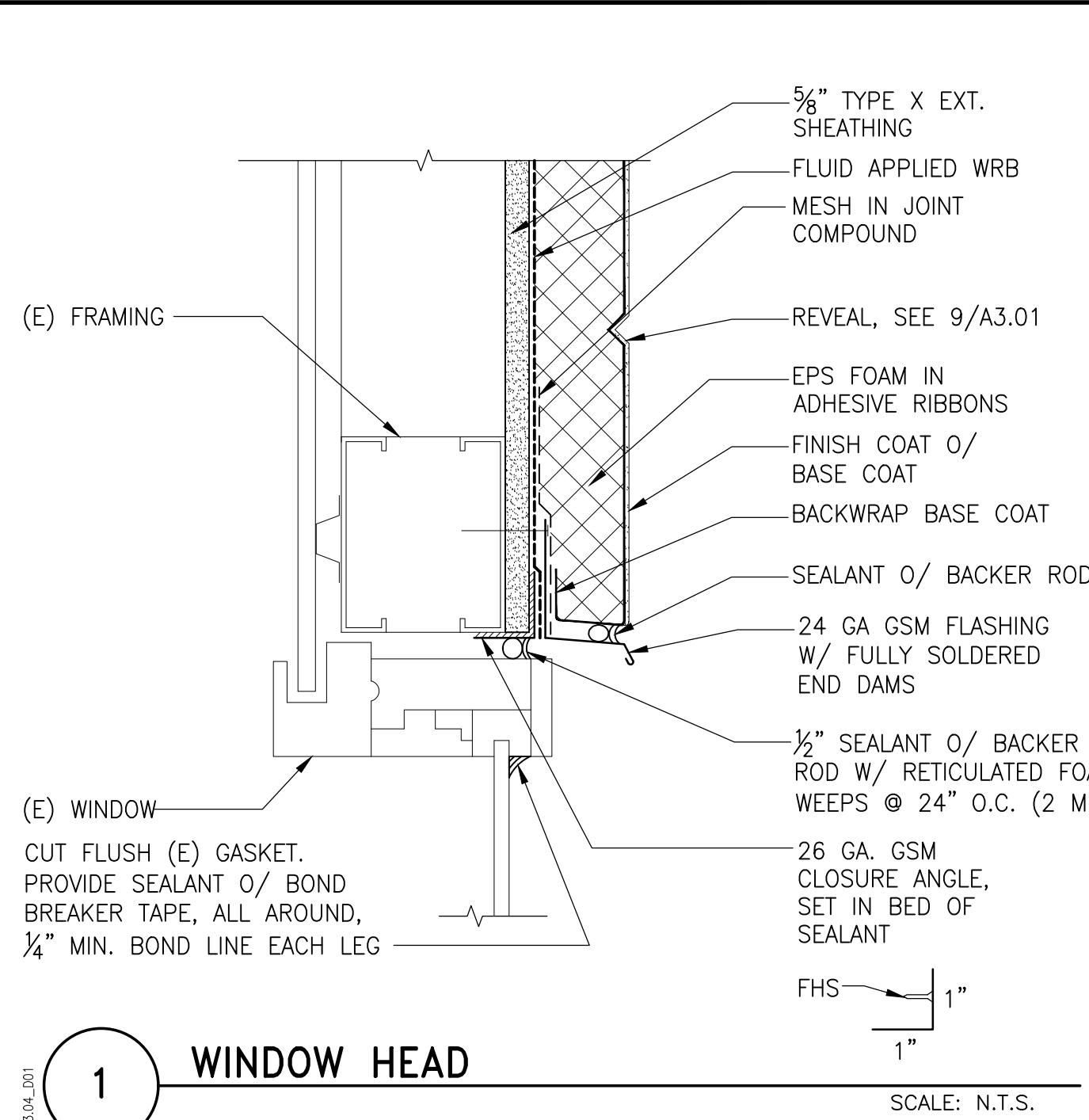
No.	Date	Description	By
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2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

EIFS EXTERIOR WALL REPLACEMENT
EDMUND D. EDELMAN CHILDREN'S COURT
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754
Project

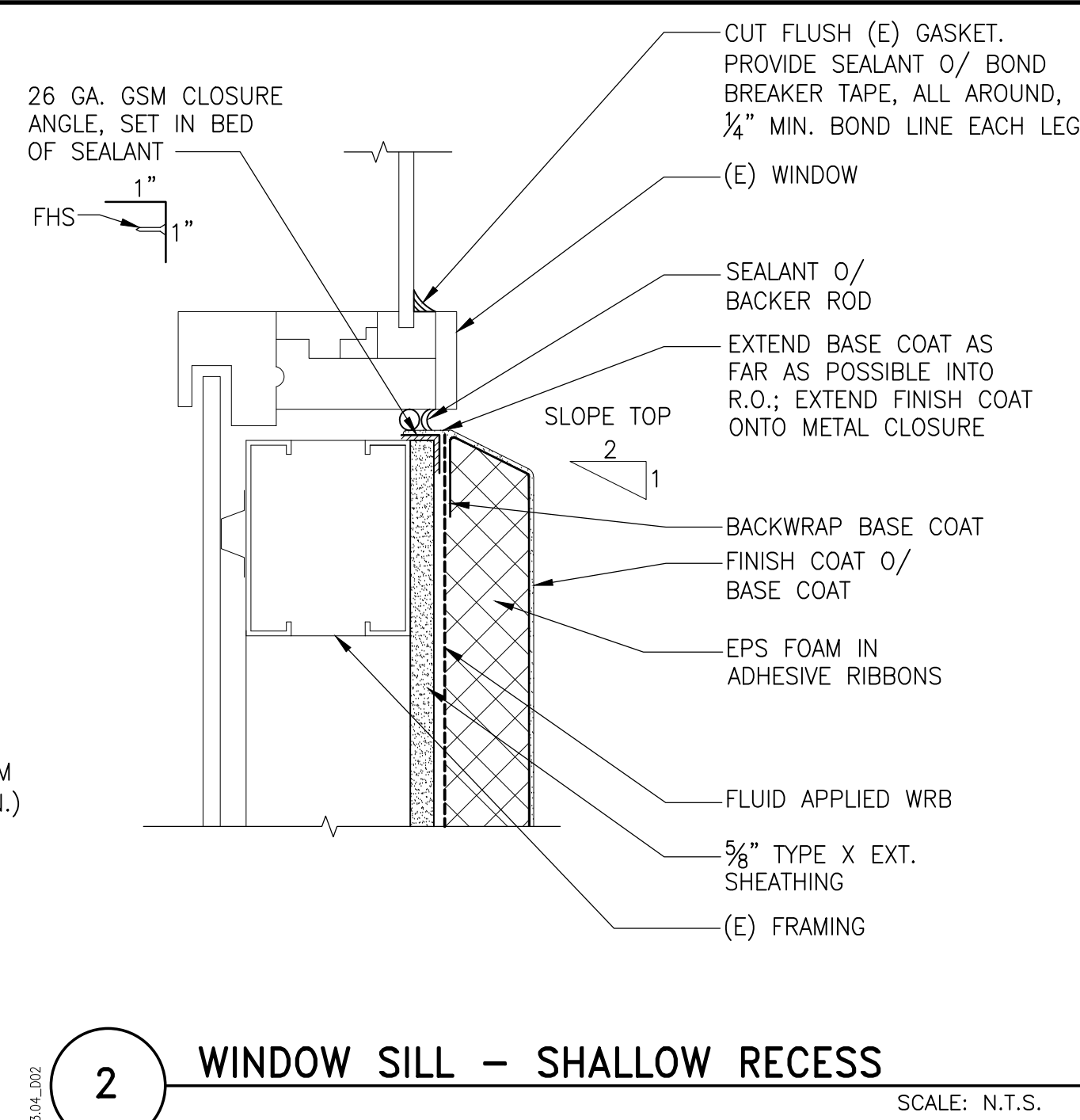
EXTERIOR WALL DETAILS
Drawing Title

Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED
Drawing No. A3.03		

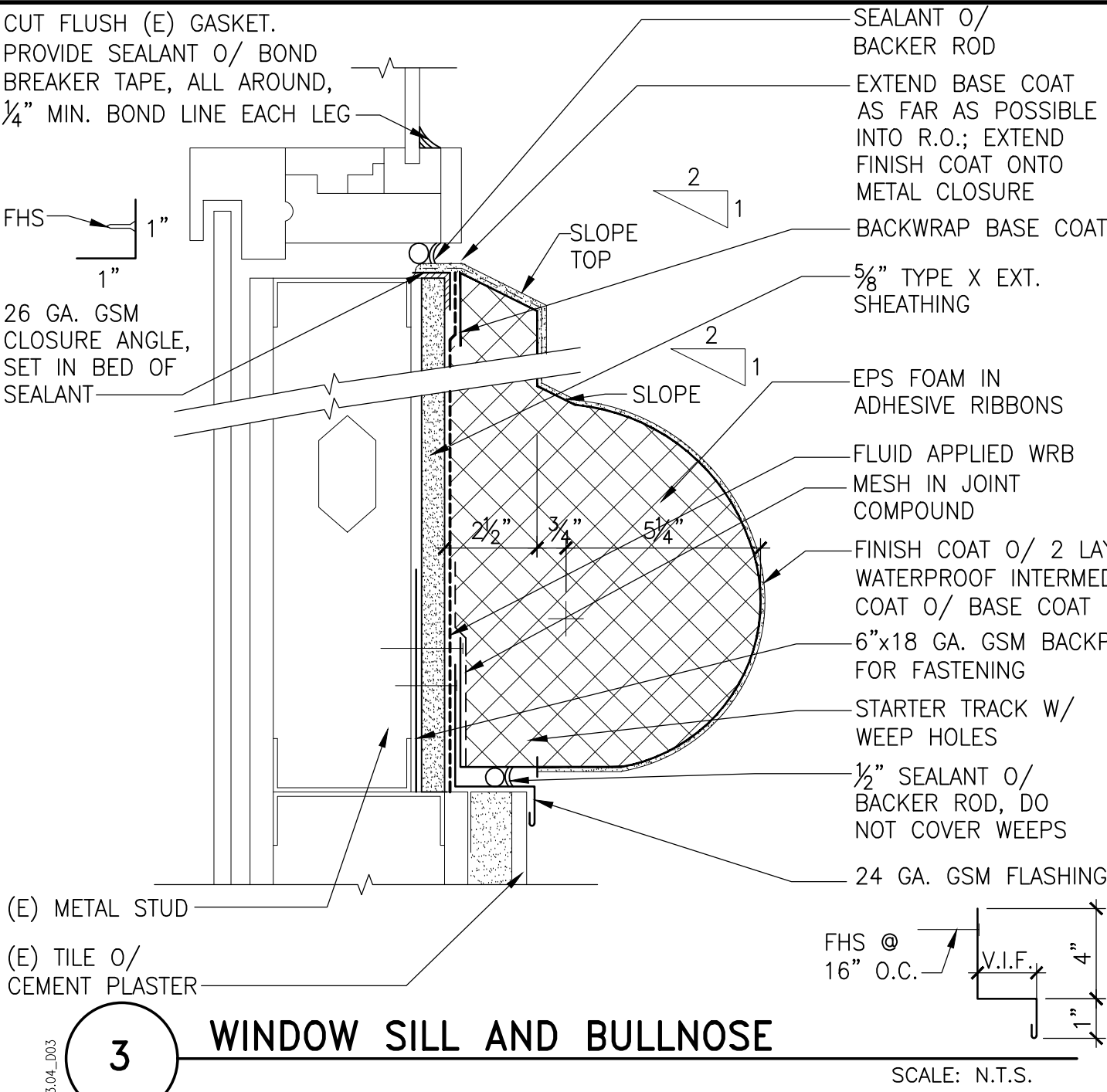
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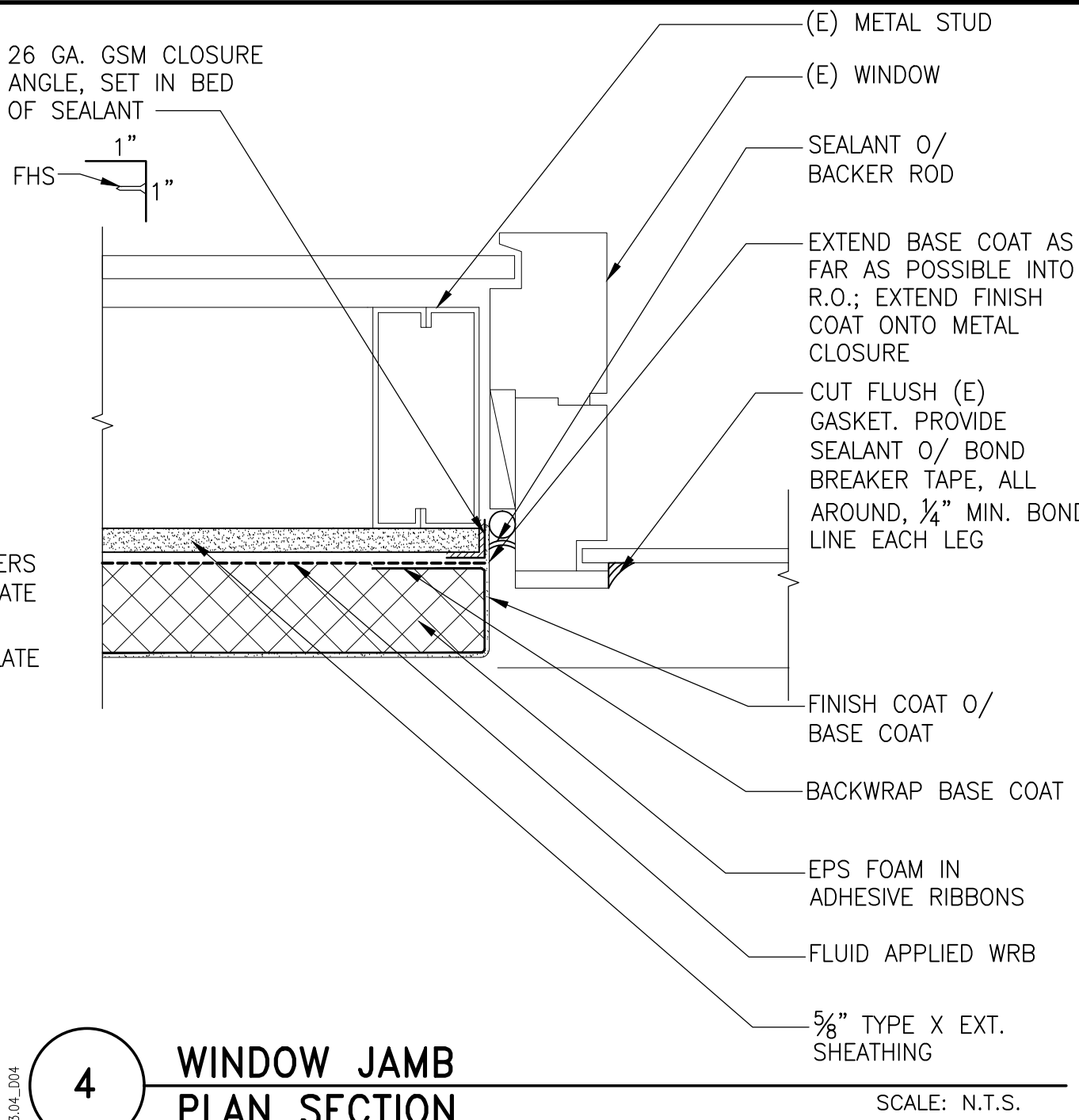
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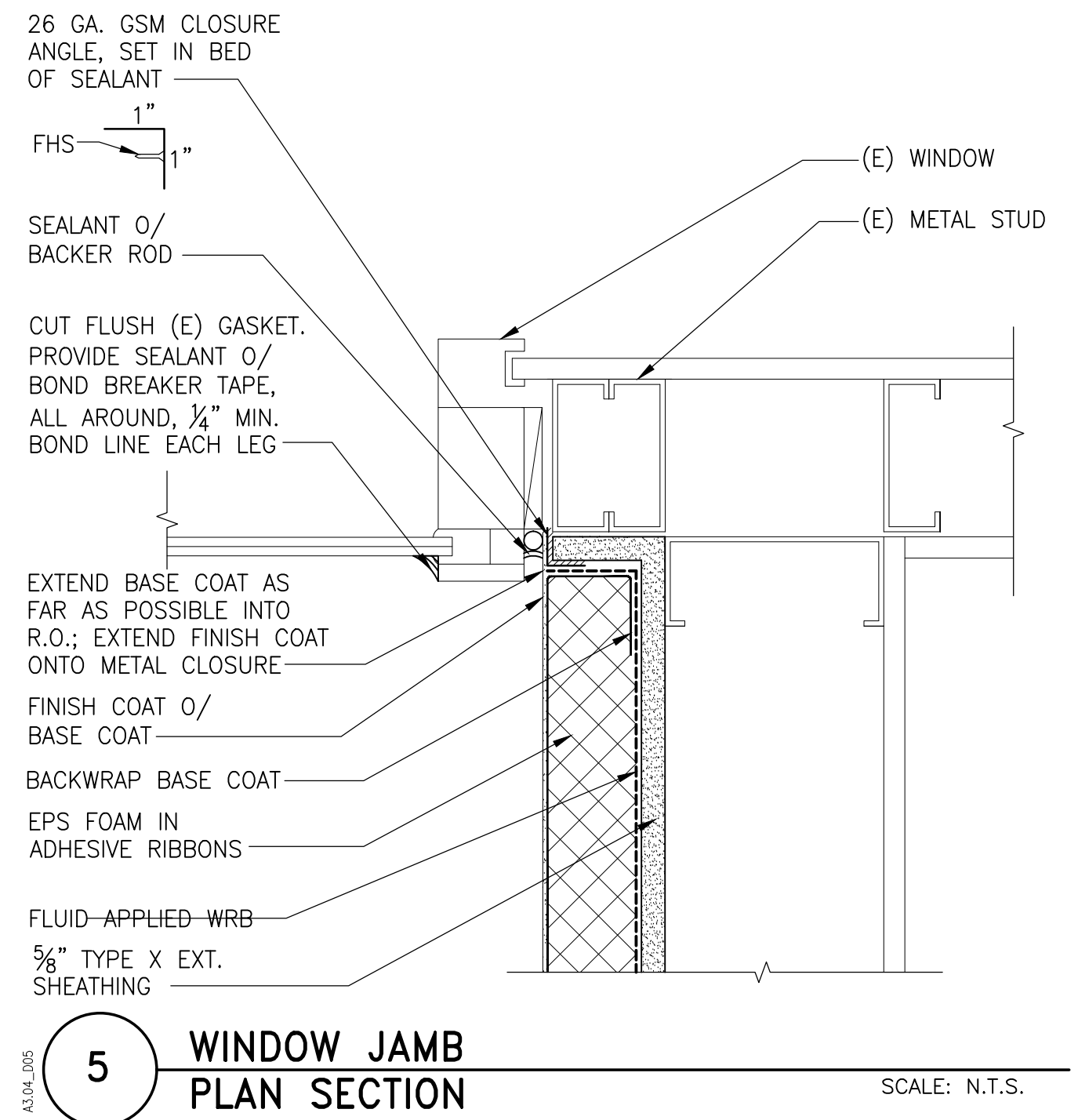
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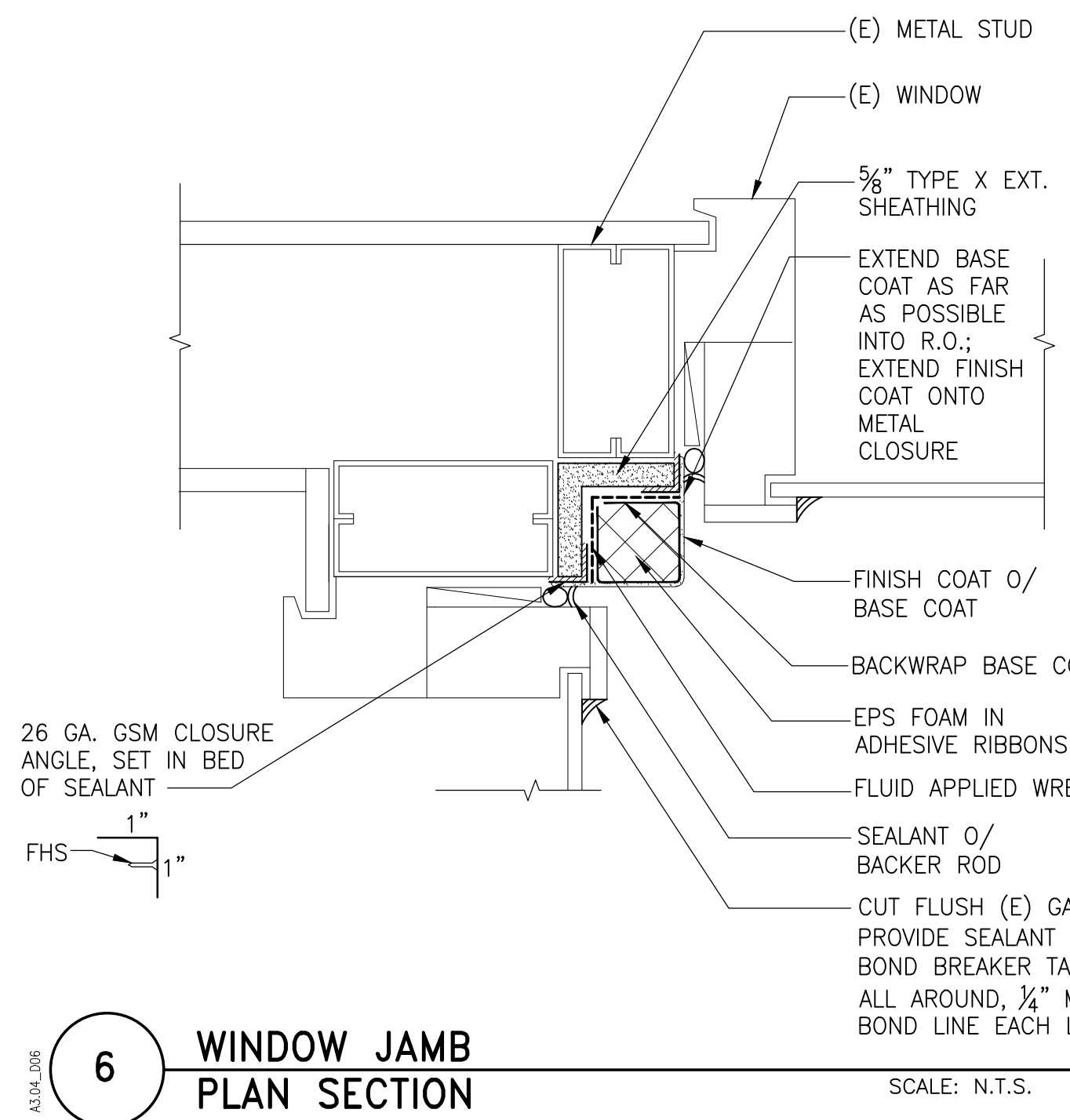
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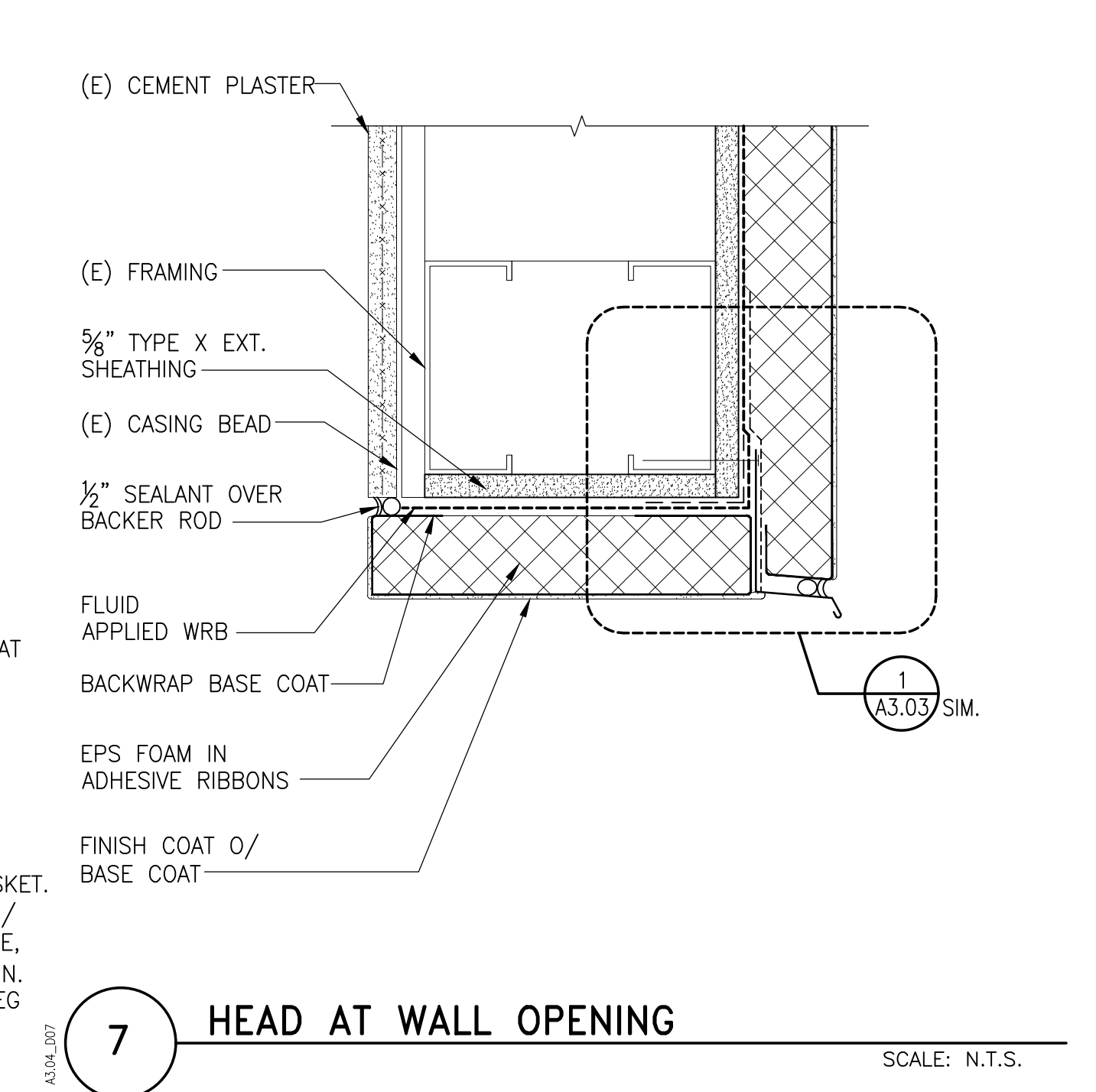
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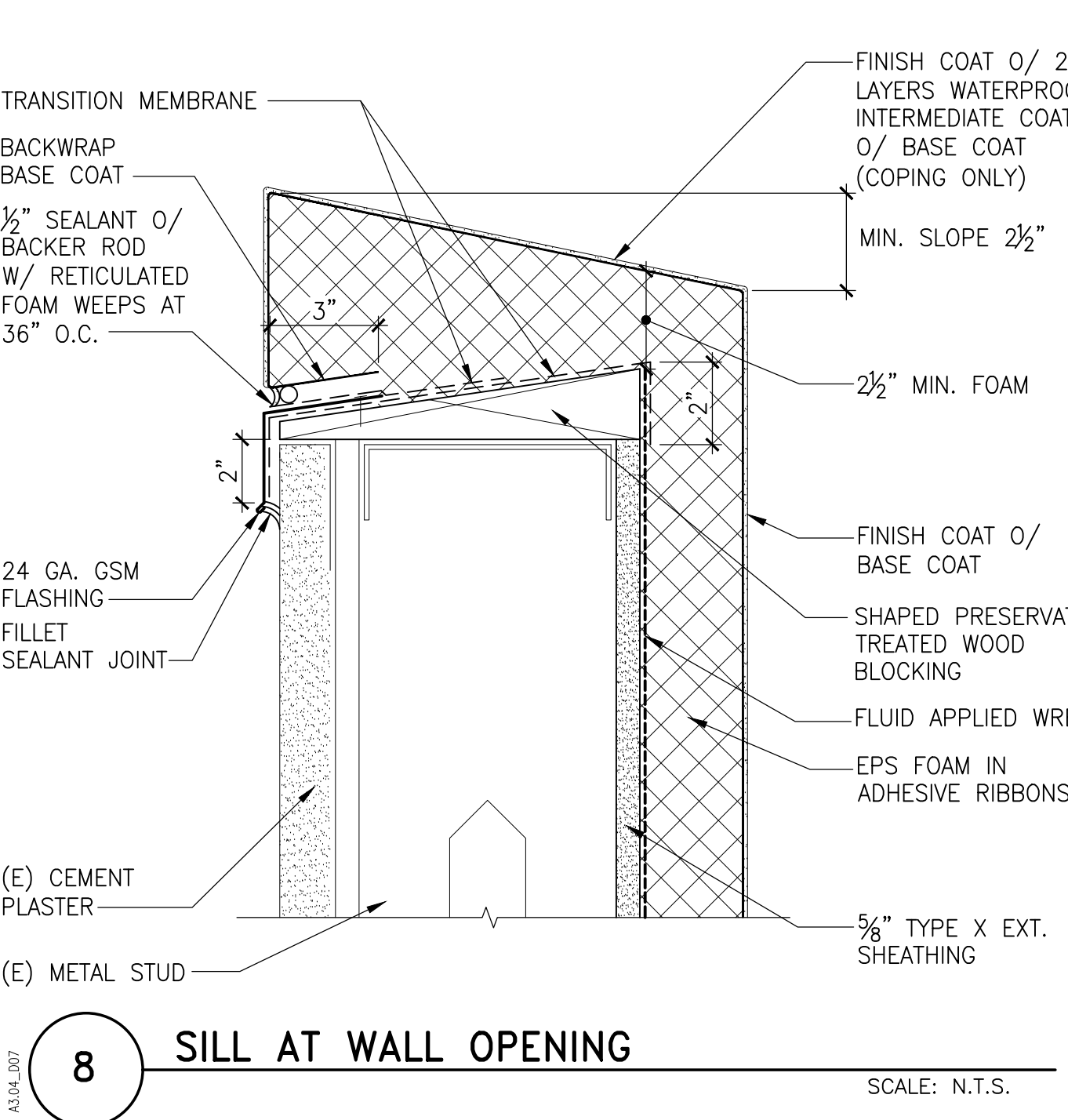
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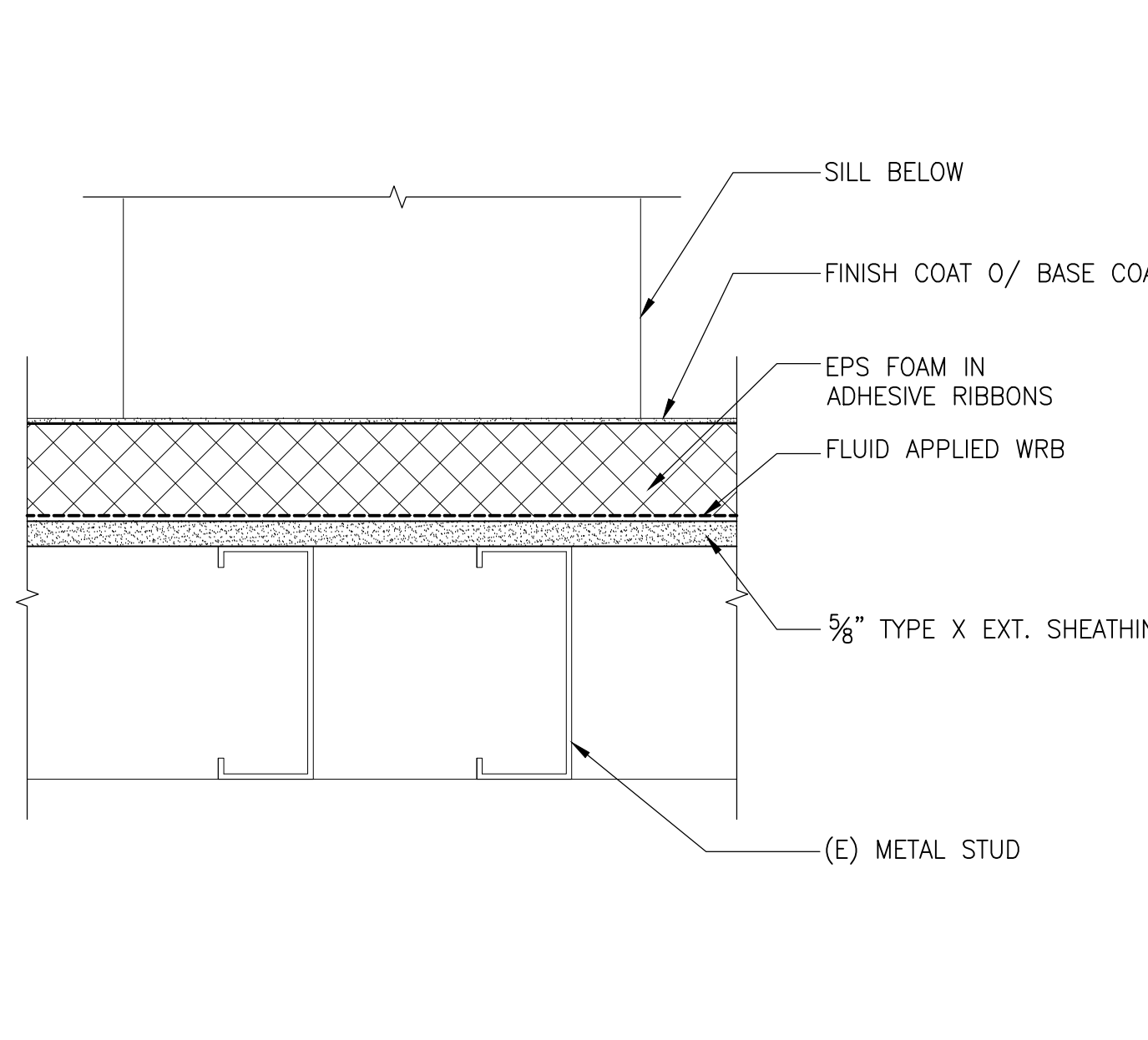
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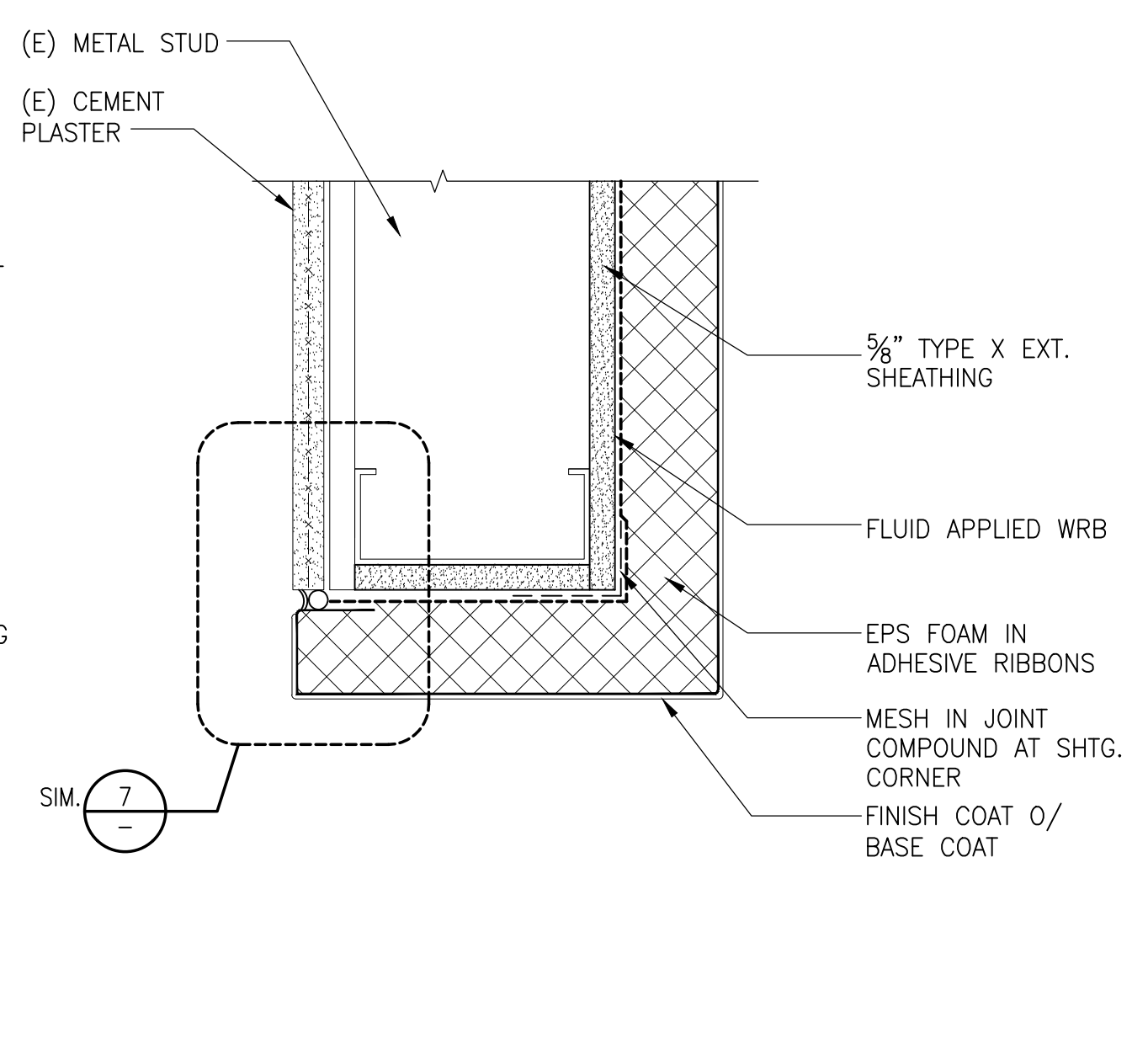
7 HEAD AT WALL OPENING SCALE: N.T.S.



8 SILL AT WALL OPENING SCALE: N.T.S.



9 JAMB AT WALL OPENING PLAN SECTION SCALE: N.T.S.



10 JAMB AT WALL OPENING PLAN SECTION SCALE: N.T.S.

SIMPSON GUMPERTZ & HEGER
 Engineering of Structures and Building Enclosures
 Simpson Gumpertz & Heger Inc.
 1150 S. Olive Street, Suite 1600
 Los Angeles, California 90015
 213.271.2000 fax: 213.617.0411
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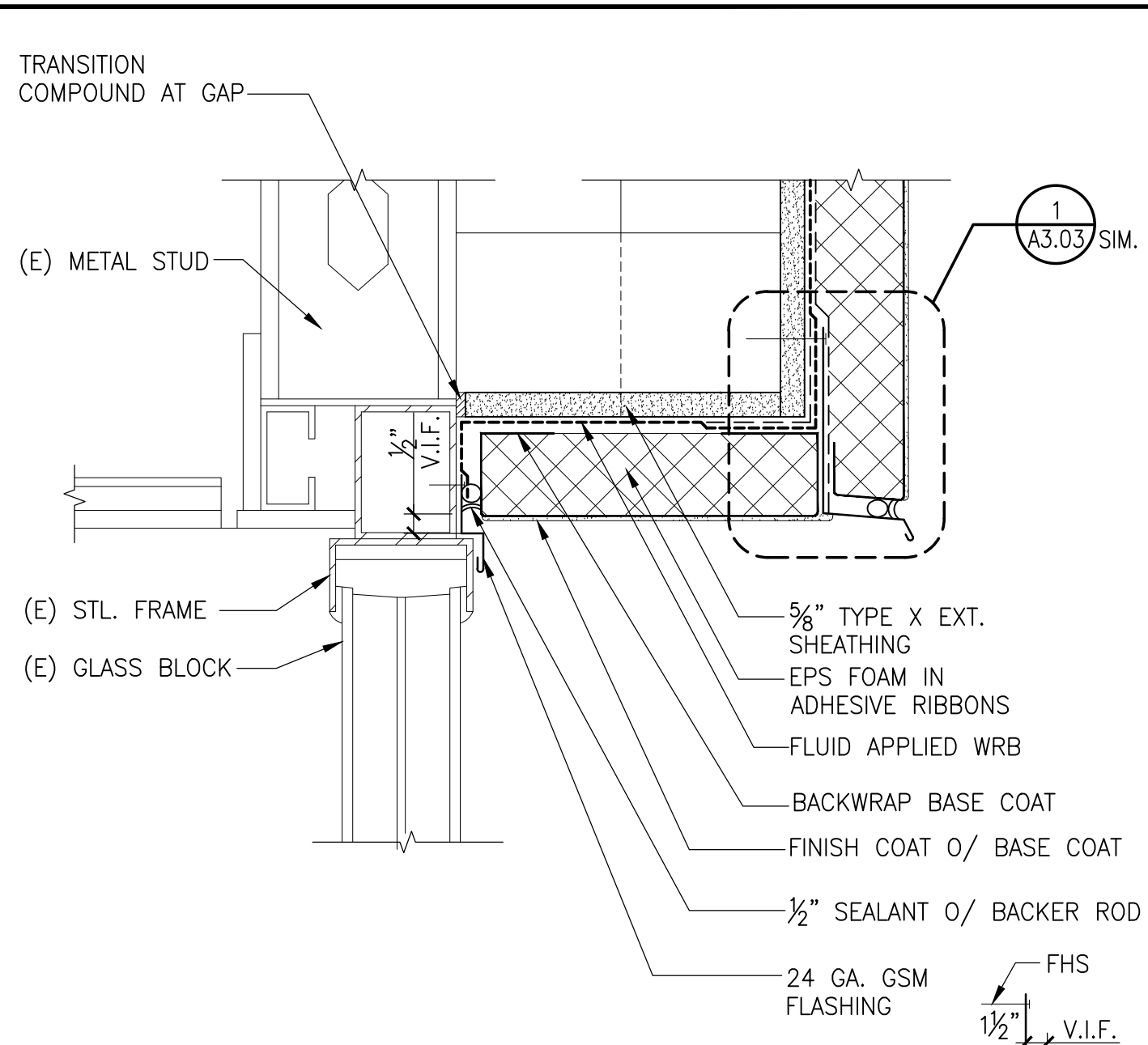
No.	Date	Description	By
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2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

EIFS EXTERIOR WALL REPLACEMENT
EDMUND D. EDELMAN CHILDREN'S COURT
 201 CENTRE PLAZA DRIVE
 MONTEREY PARK, CA 91754
 Project

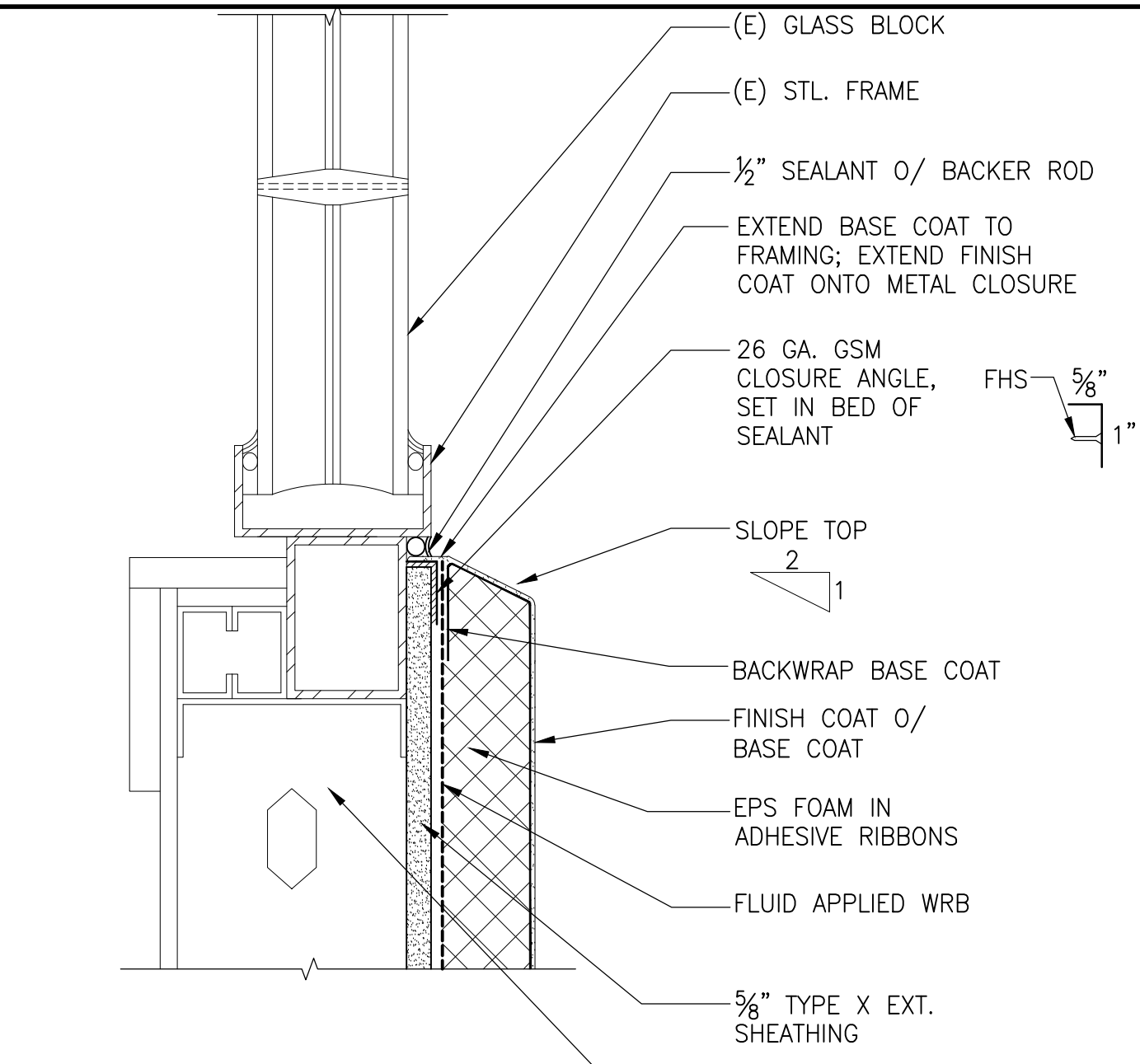
EXTERIOR WALL DETAILS
 Drawing Title

Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED
Drawing No. A3.04		

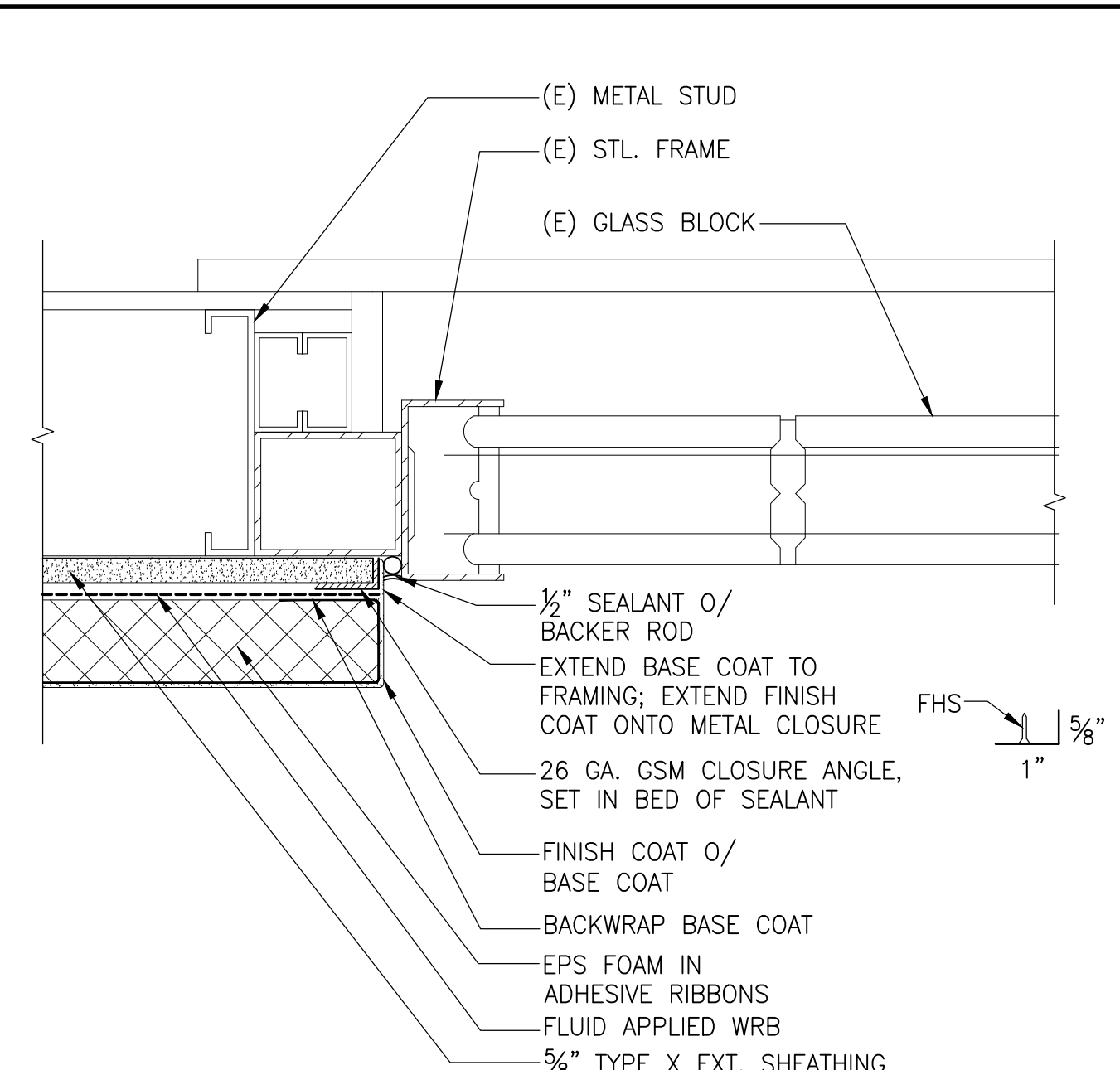
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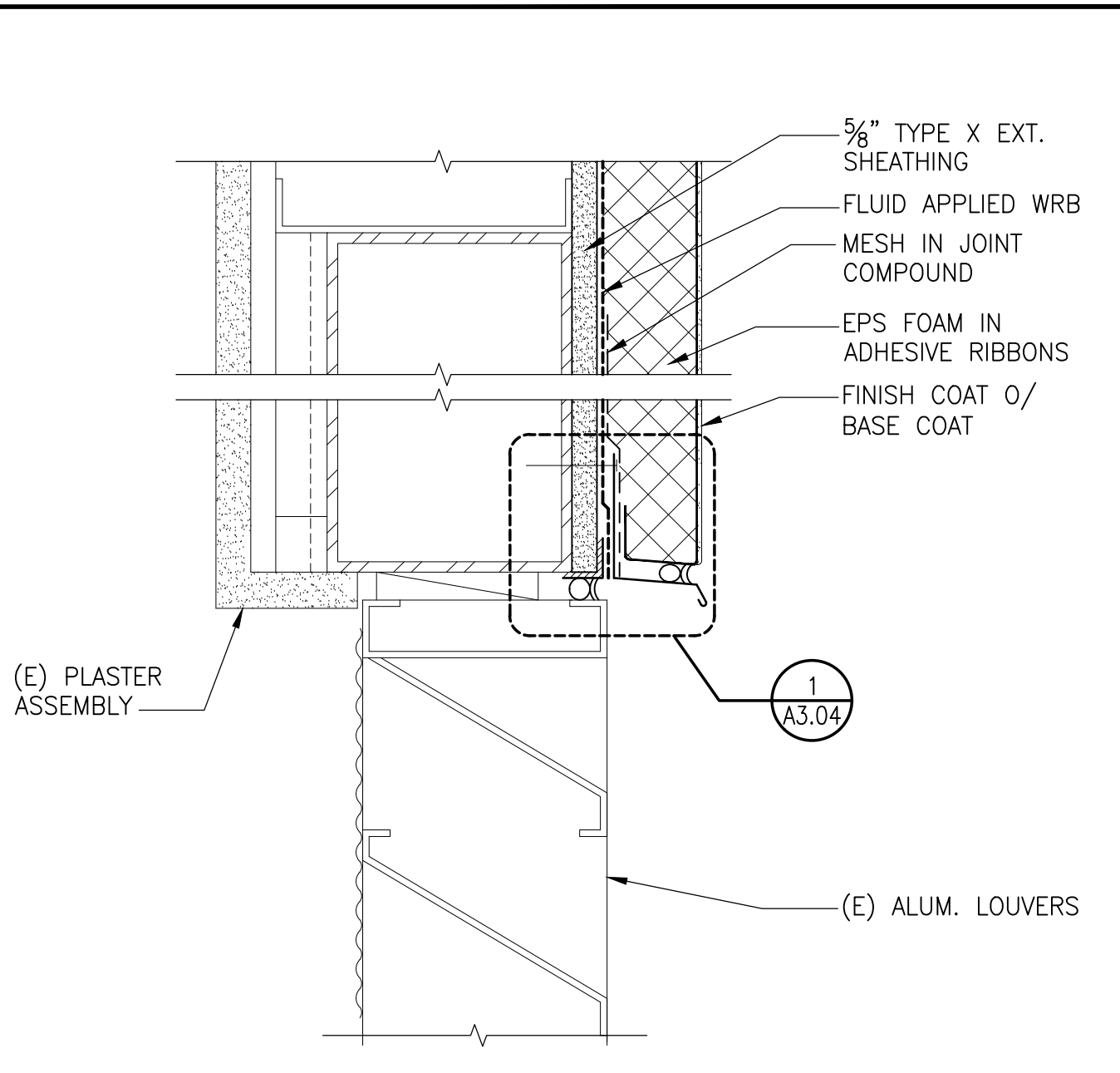
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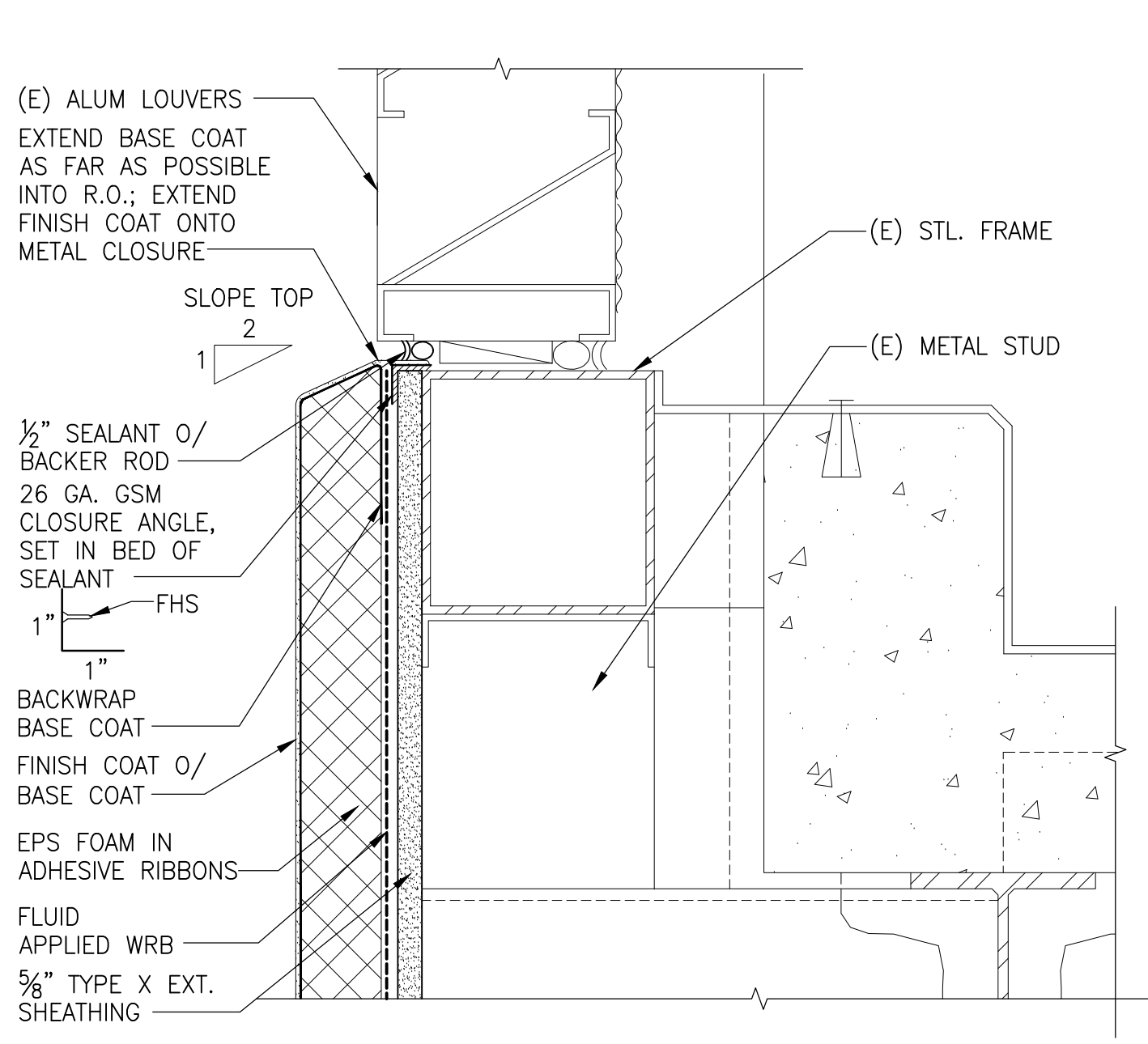
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SCALE: N.T.S.



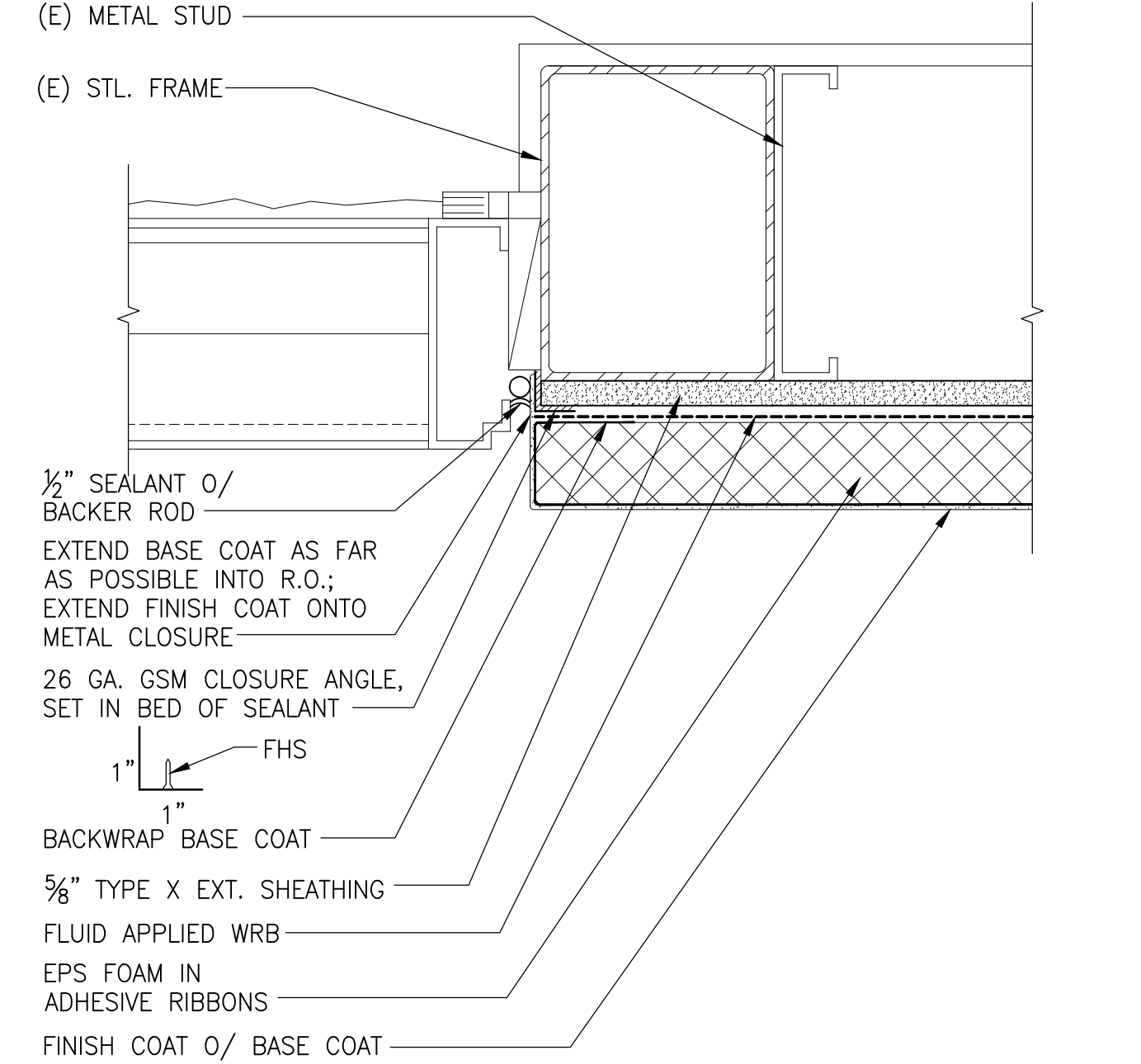
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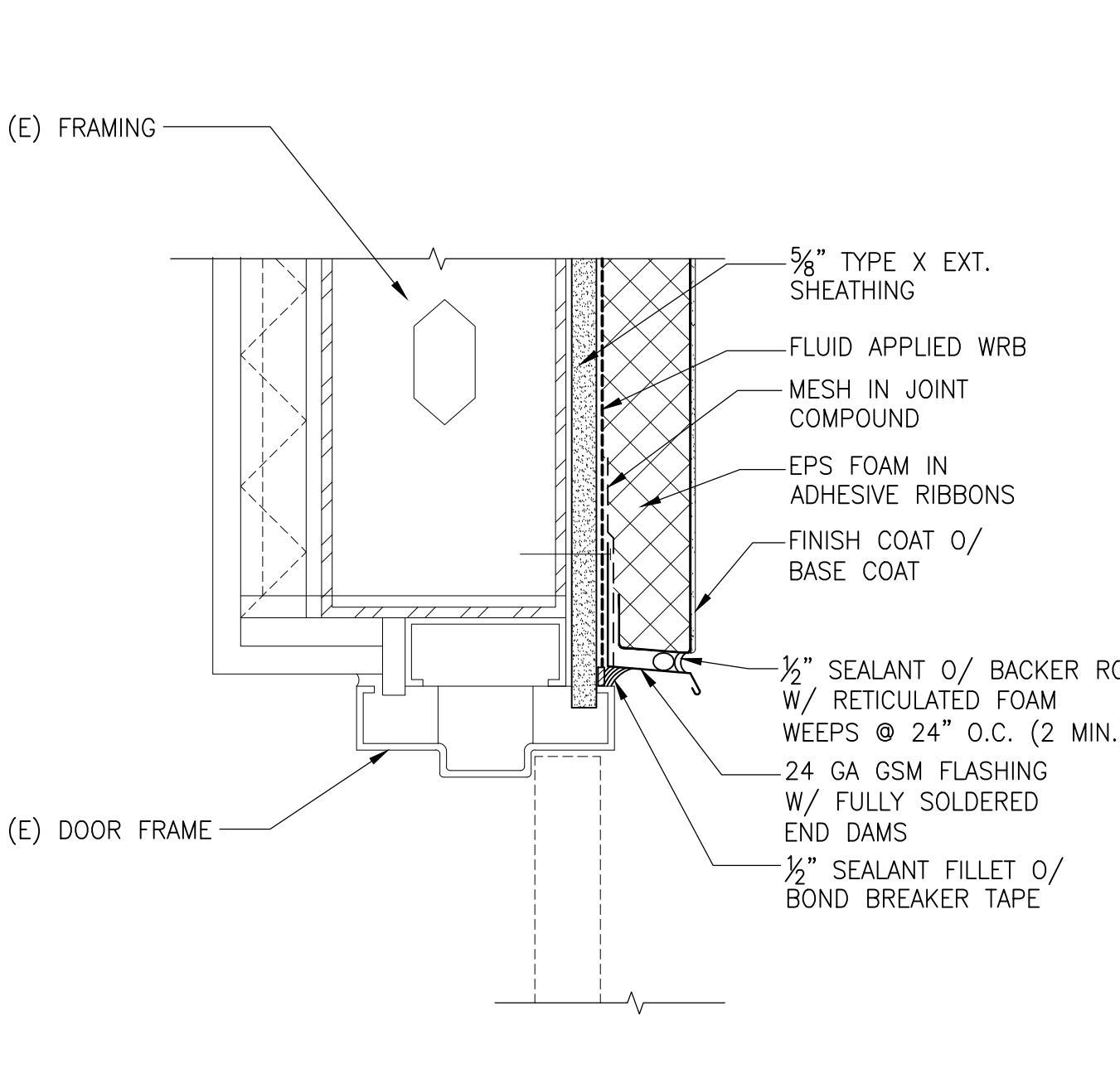
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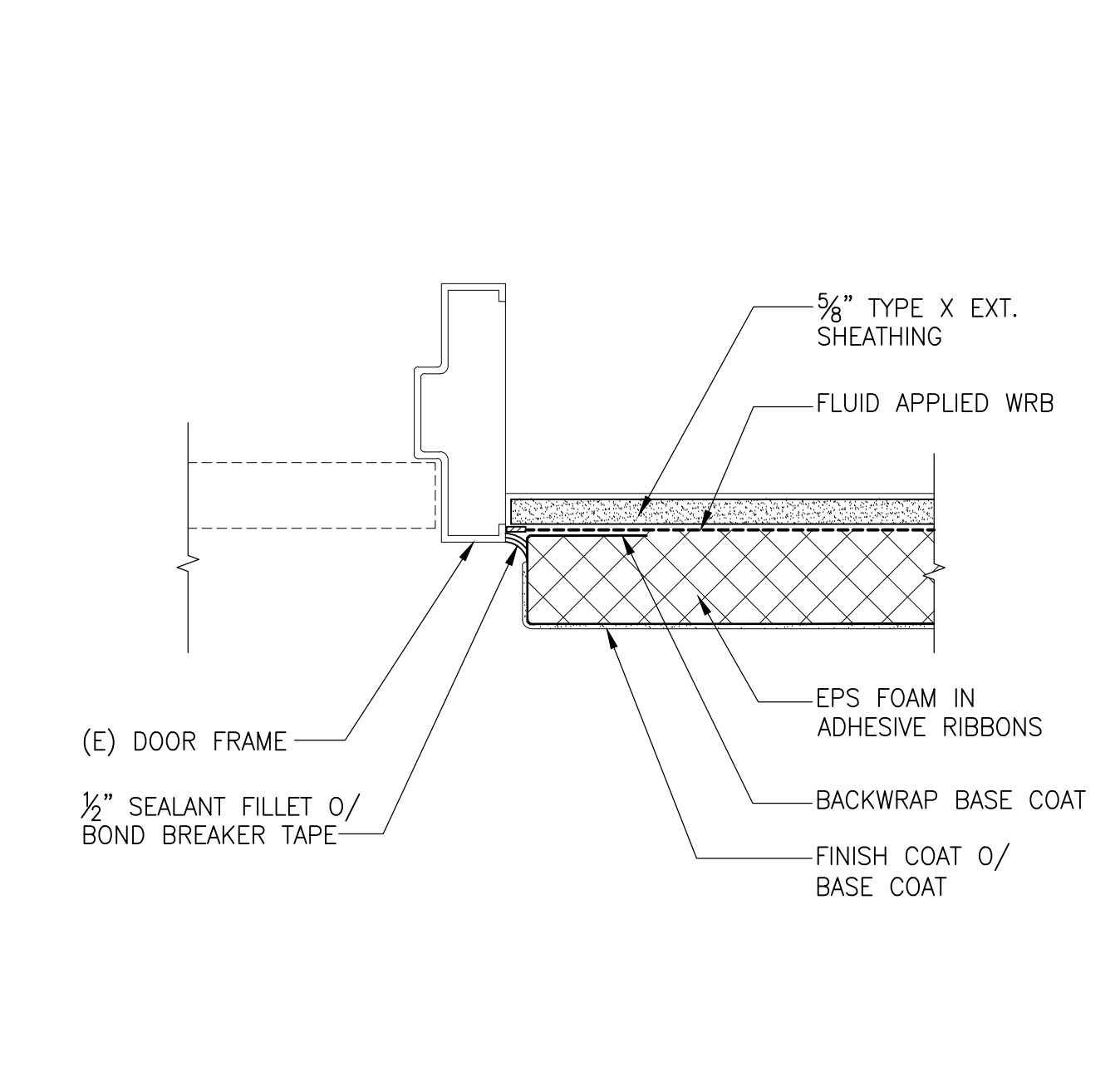
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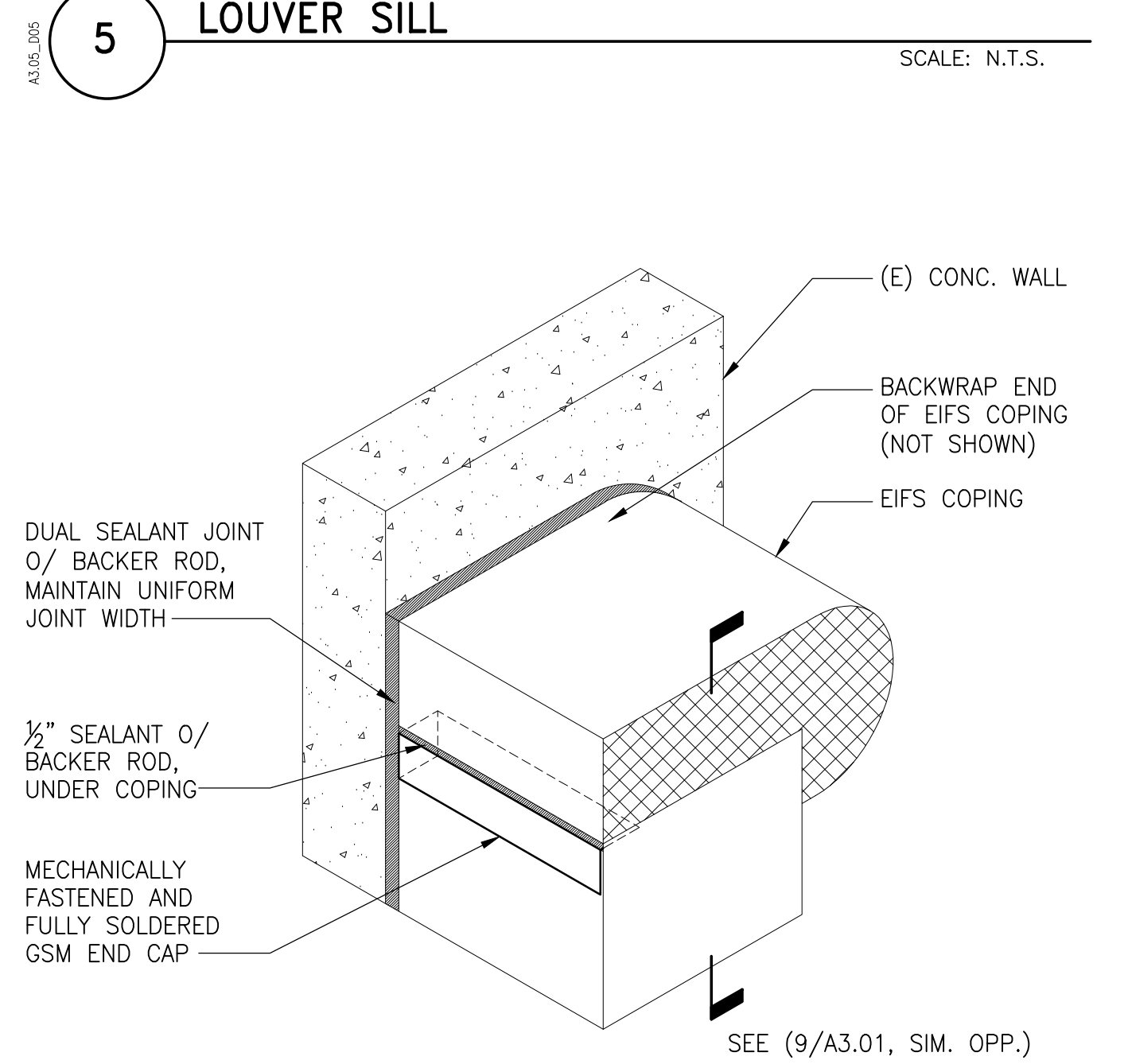
6 LOUVER JAMB
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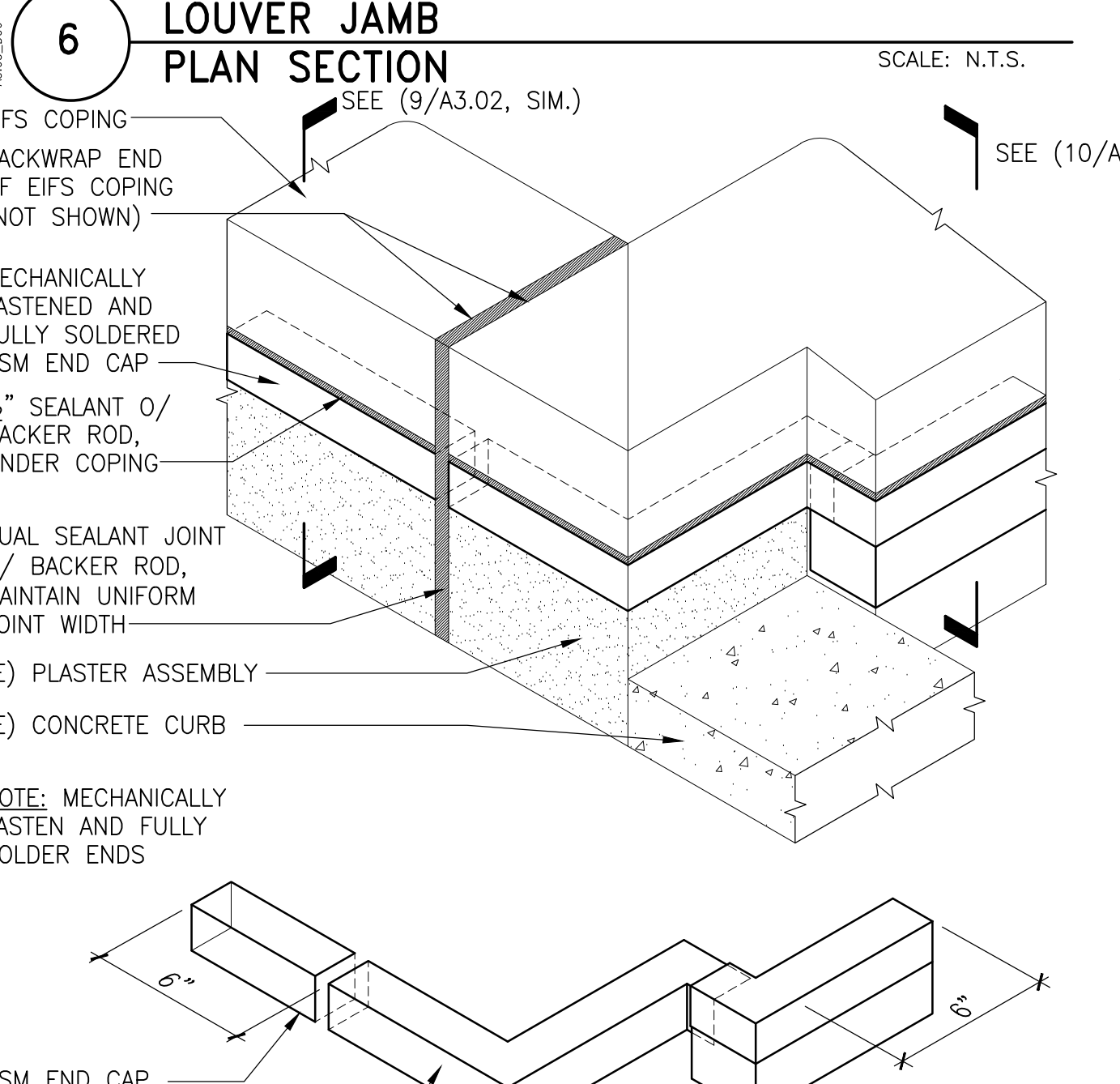
7 HOLLOW METAL DOOR HEAD
SCALE: N.T.S.



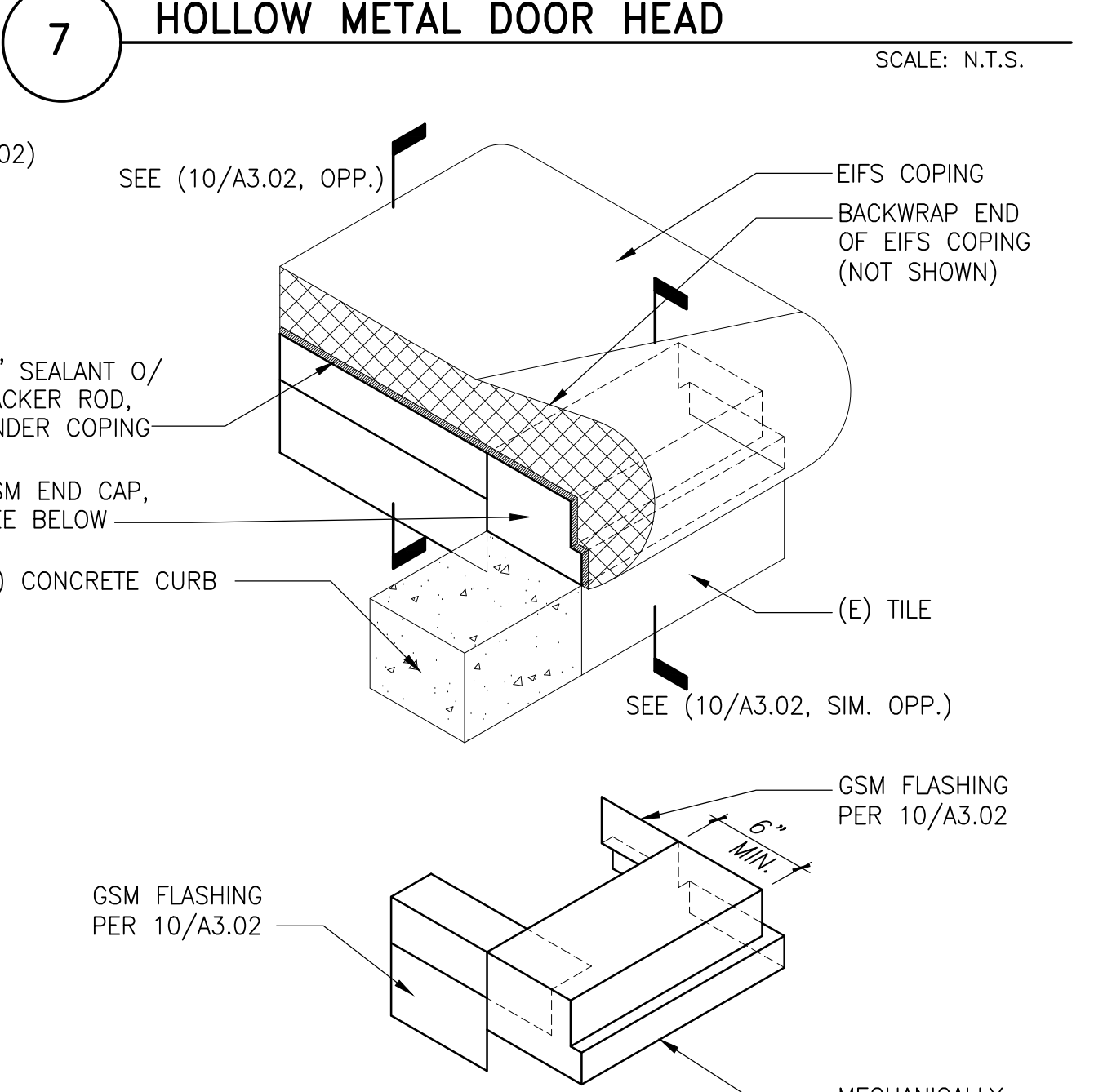
8 HOLLOW METAL DOOR JAMB
SCALE: N.T.S.



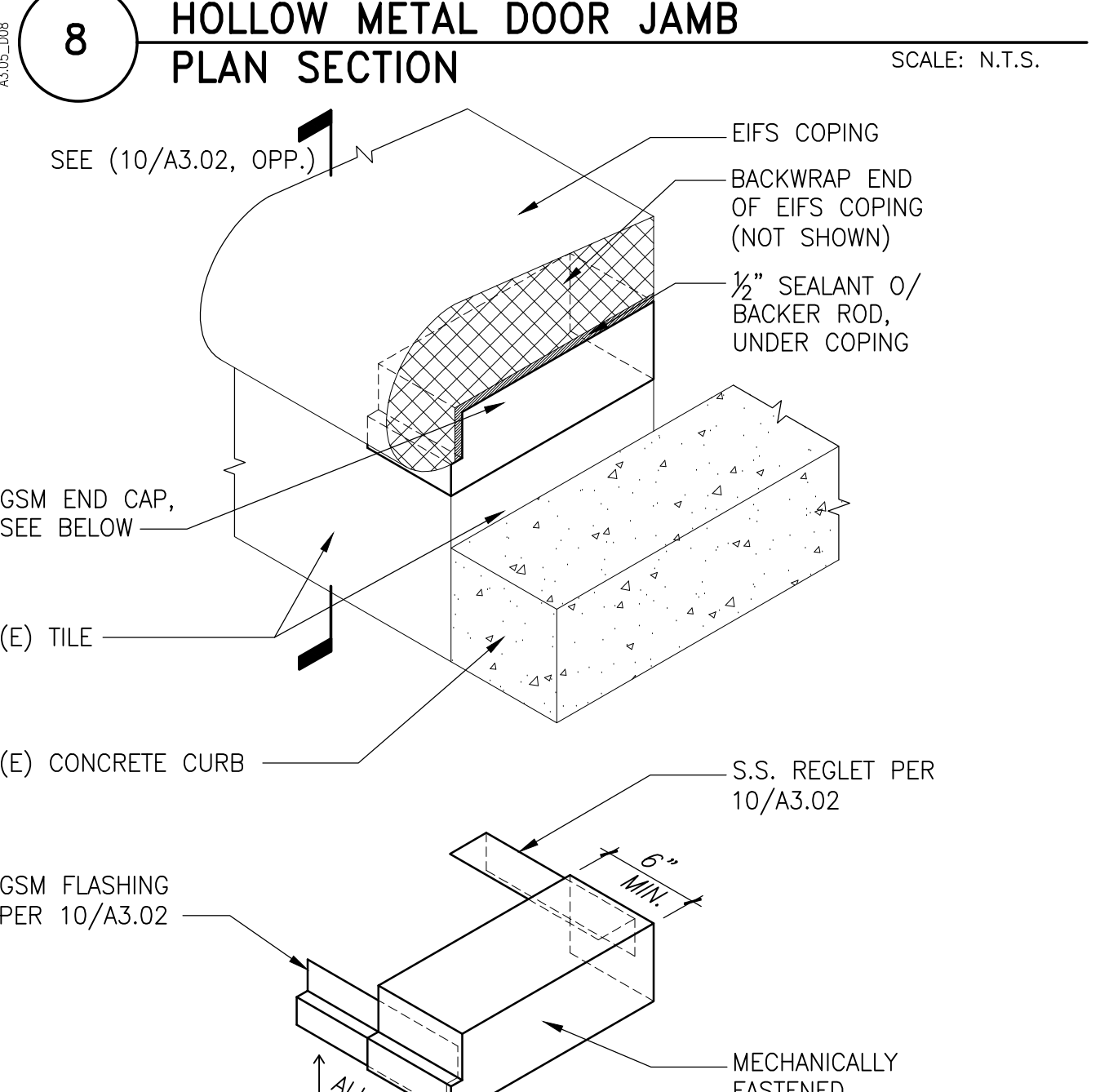
9 EIFS COPING TRANSITION
SCALE: N.T.S.



10 EIFS COPING TRANSITION
SCALE: N.T.S.



11 EIFS COPING TRANSITION
SCALE: N.T.S.



12 EIFS COPING TRANSITION
SCALE: N.T.S.

Consultant

No.	Date	Description	By
3	11/20/17	Bid Set	ALH
2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

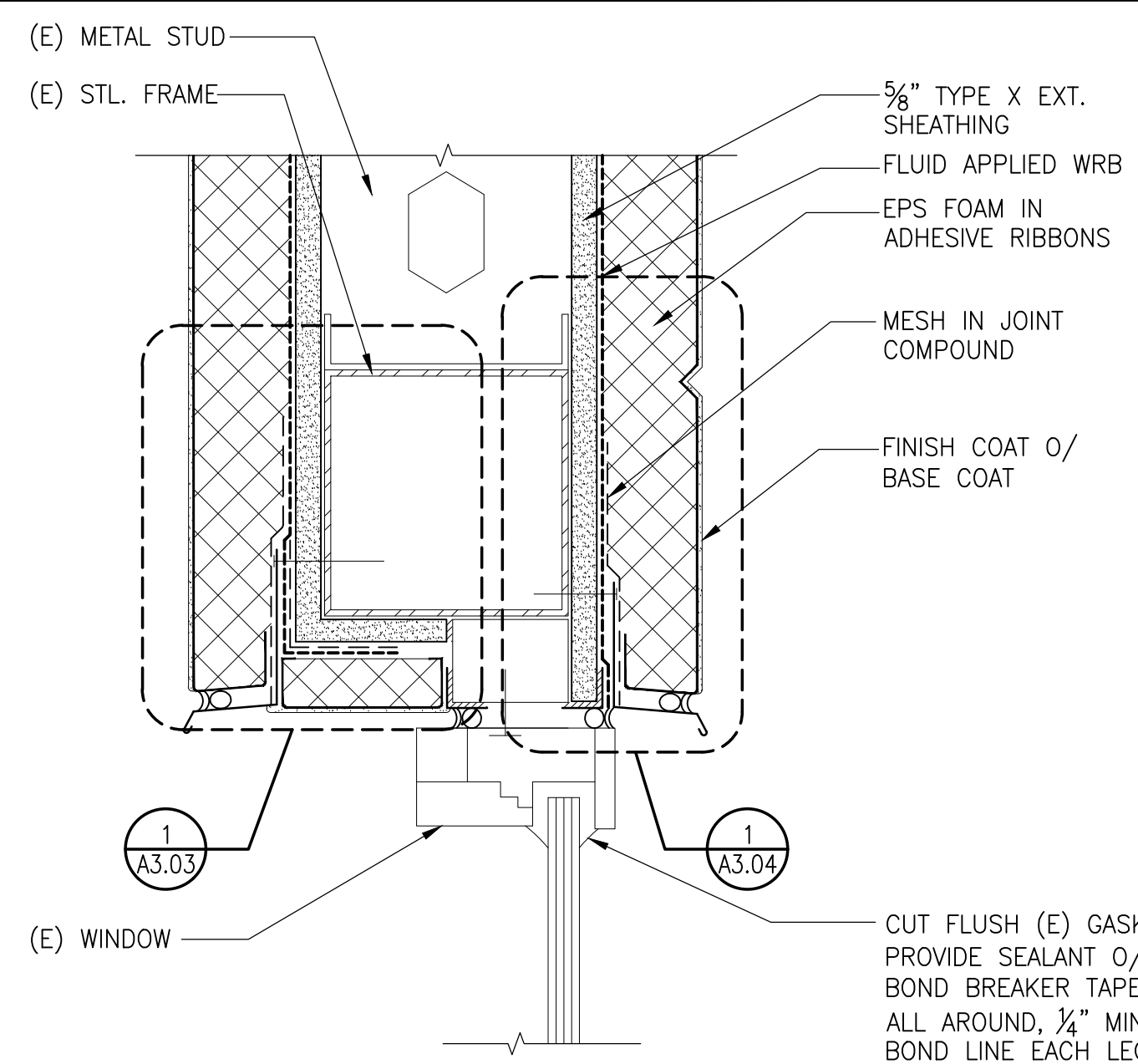
EIFS EXTERIOR WALL REPLACEMENT
EDMUND D. EDELMAN CHILDREN'S COURT
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754

EXTERIOR WALL DETAILS

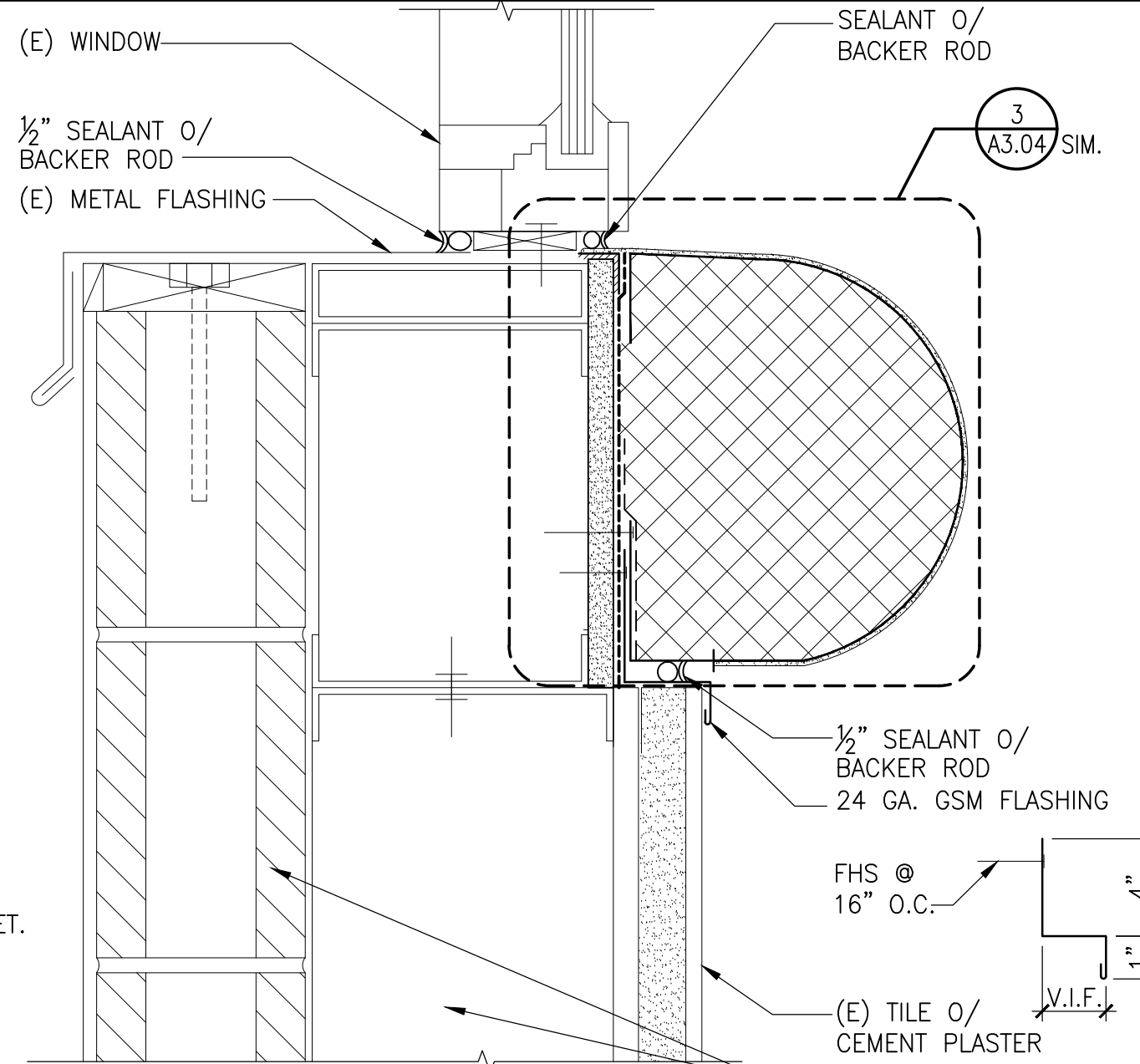
Project 158008.01	Checked RNU	Date 11/20/17
Drawn PA	Approved ALH	Scale AS NOTED
Drawing No. A3.05		

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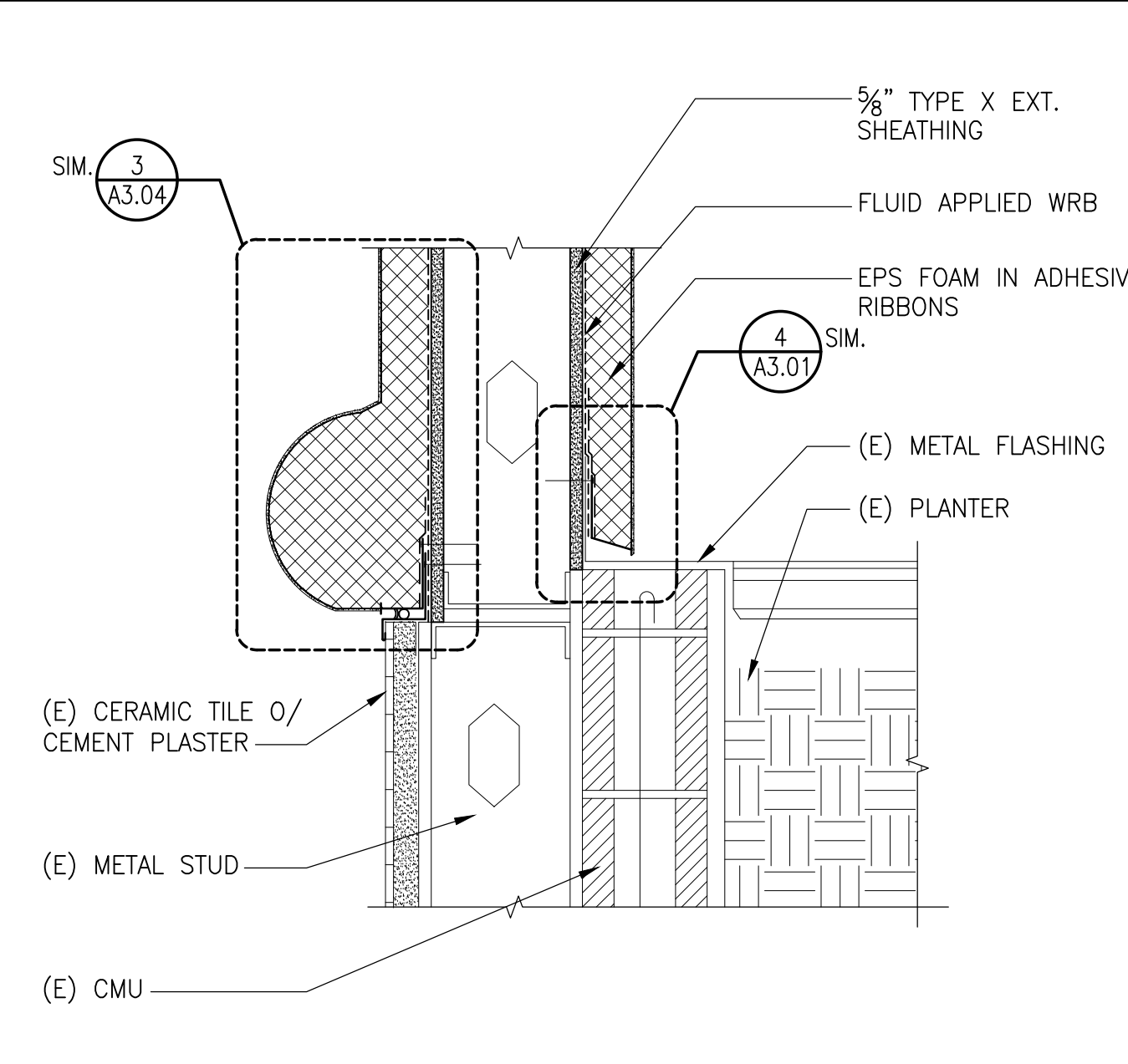
Consultant



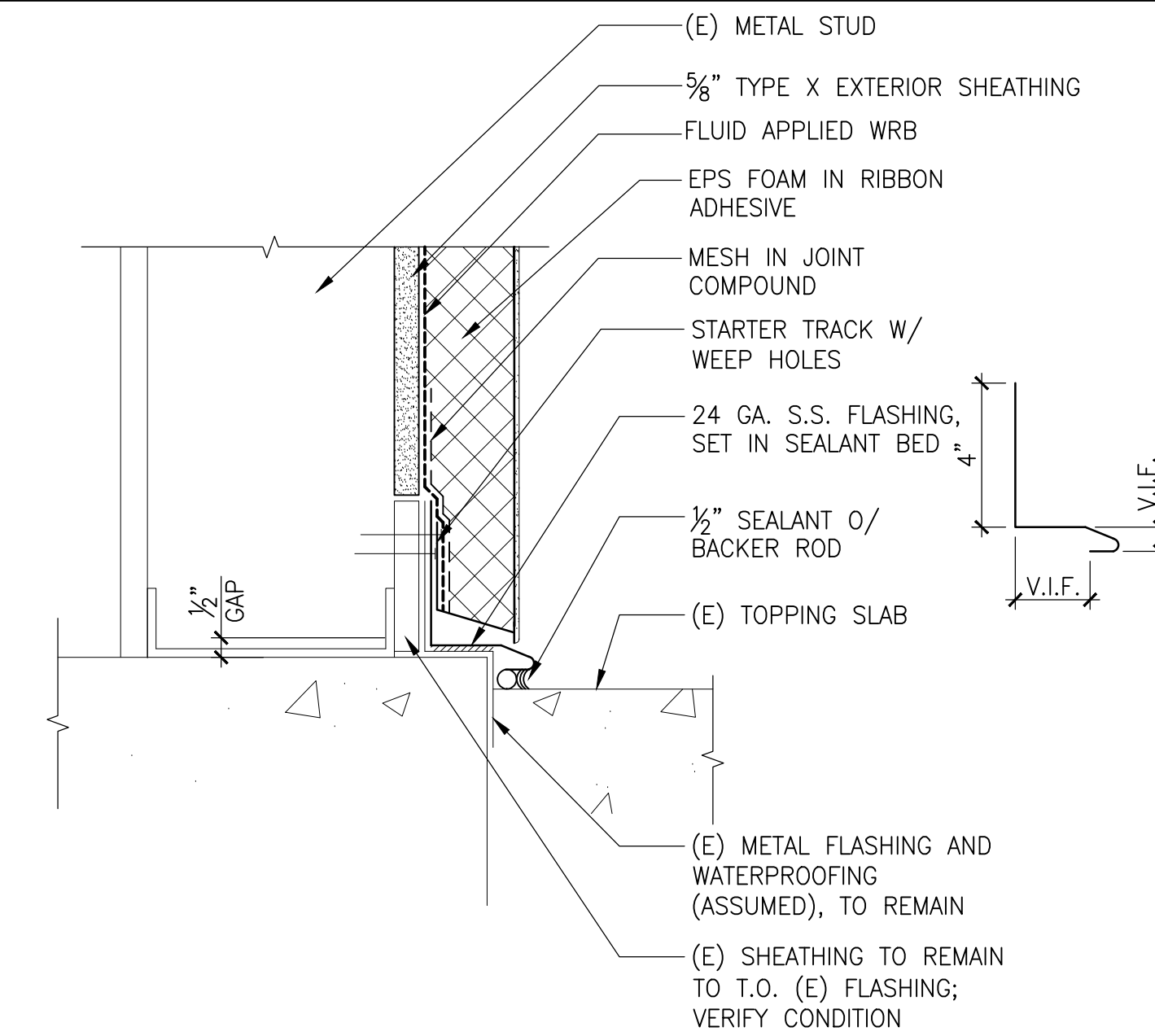
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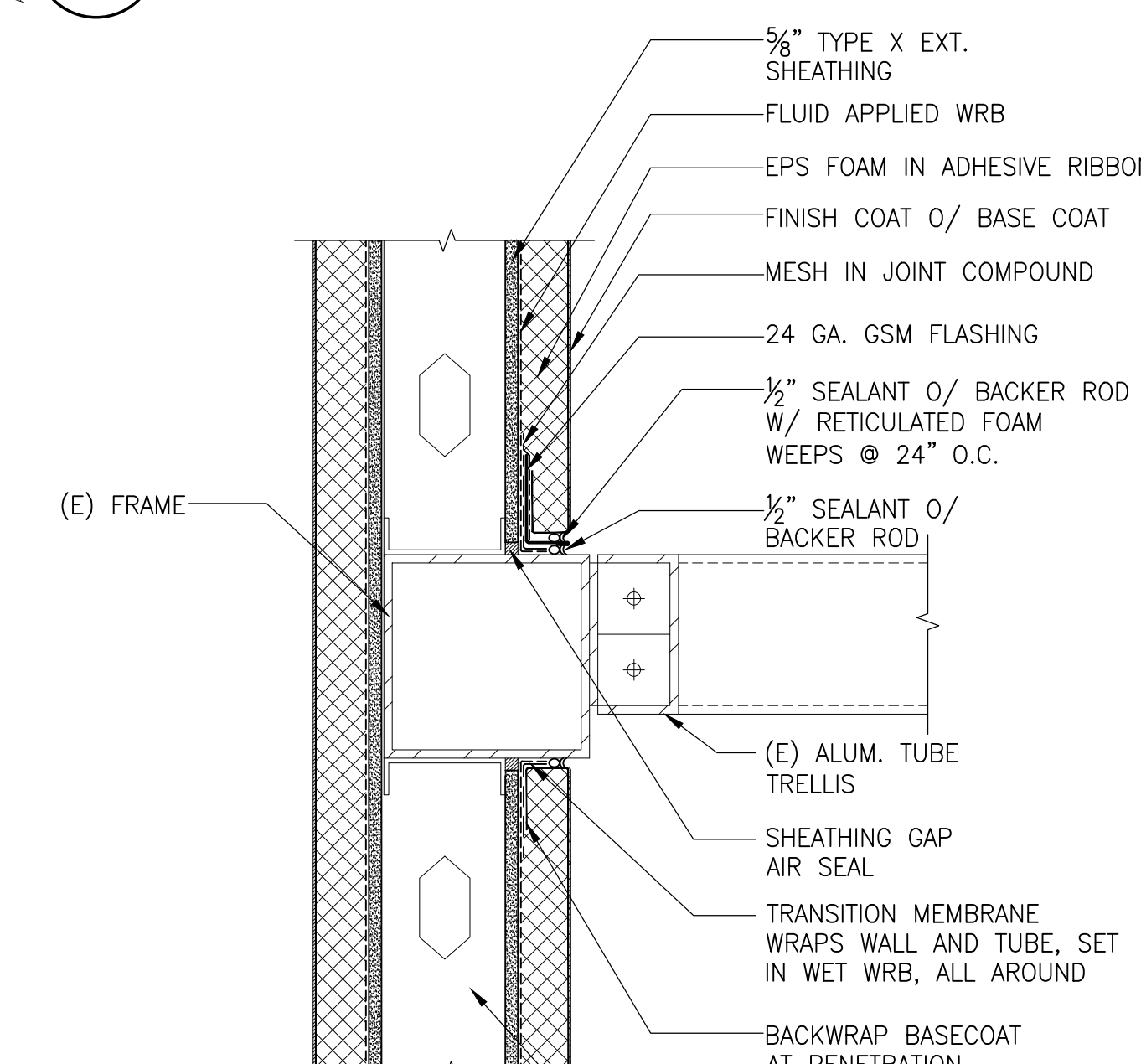
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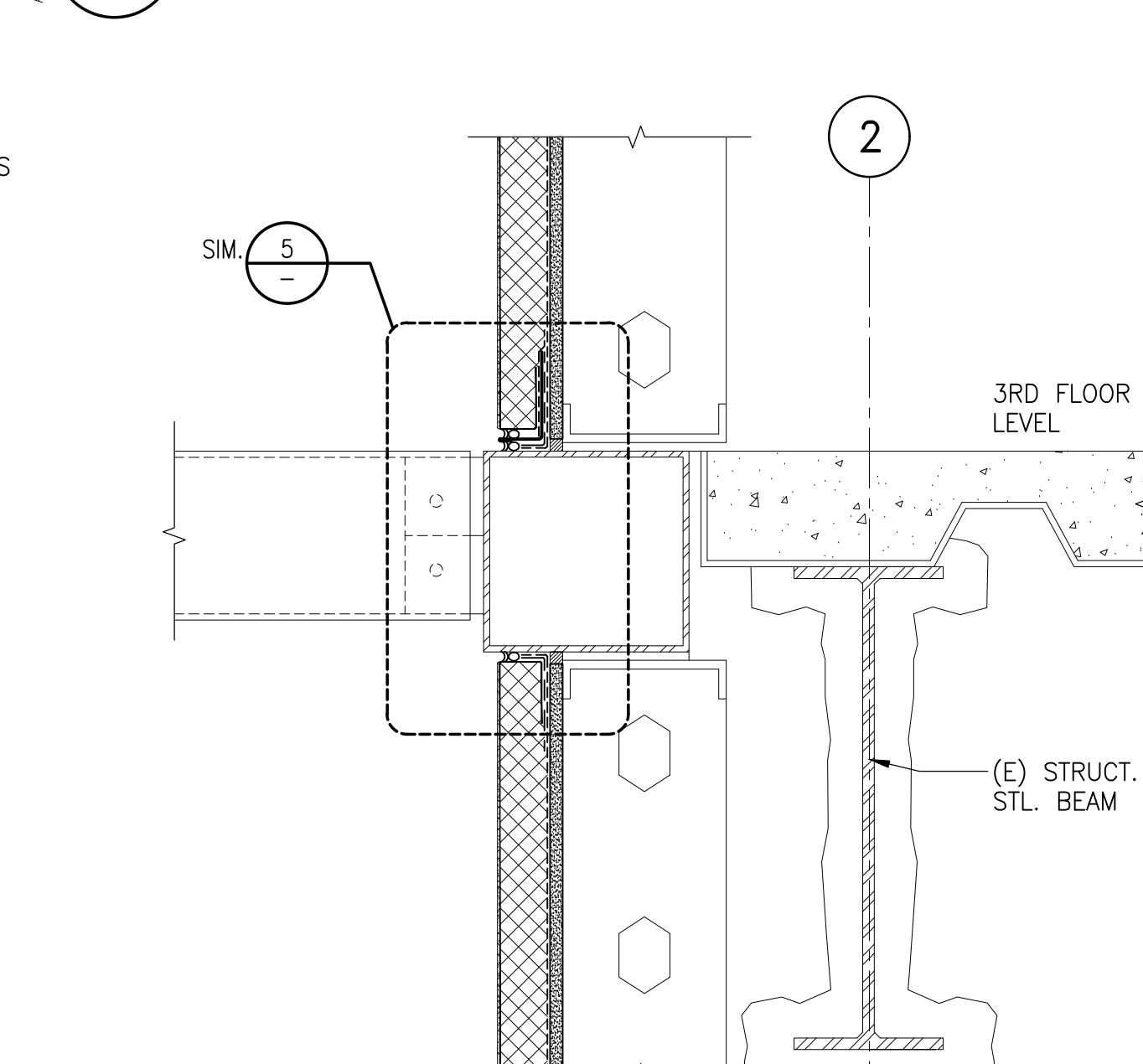
3 WALL BASE AT PLANTER SCALE: N.T.S.



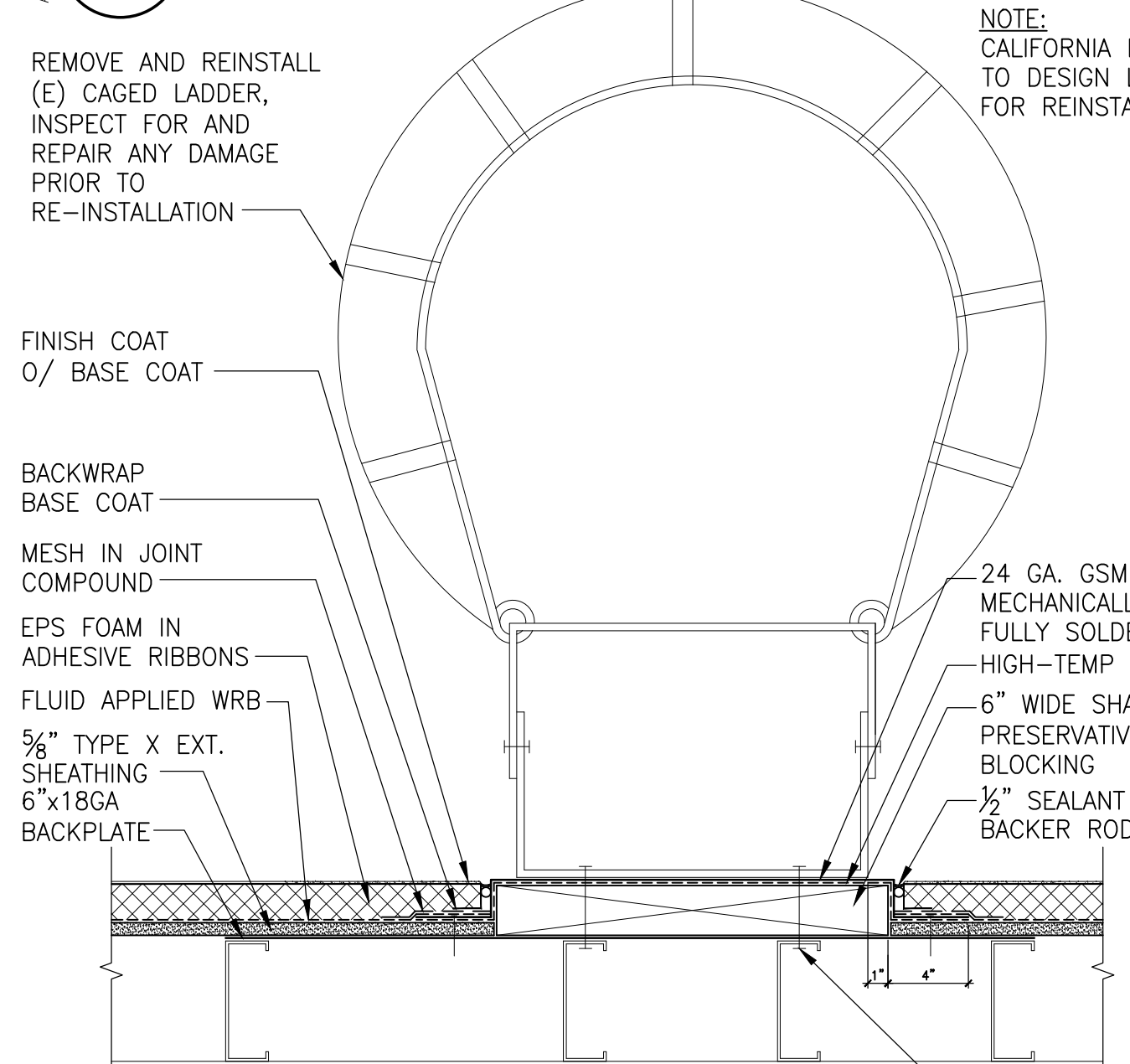
4 WALL BASE AT JUDGES' TERRACE SCALE: N.T.S.



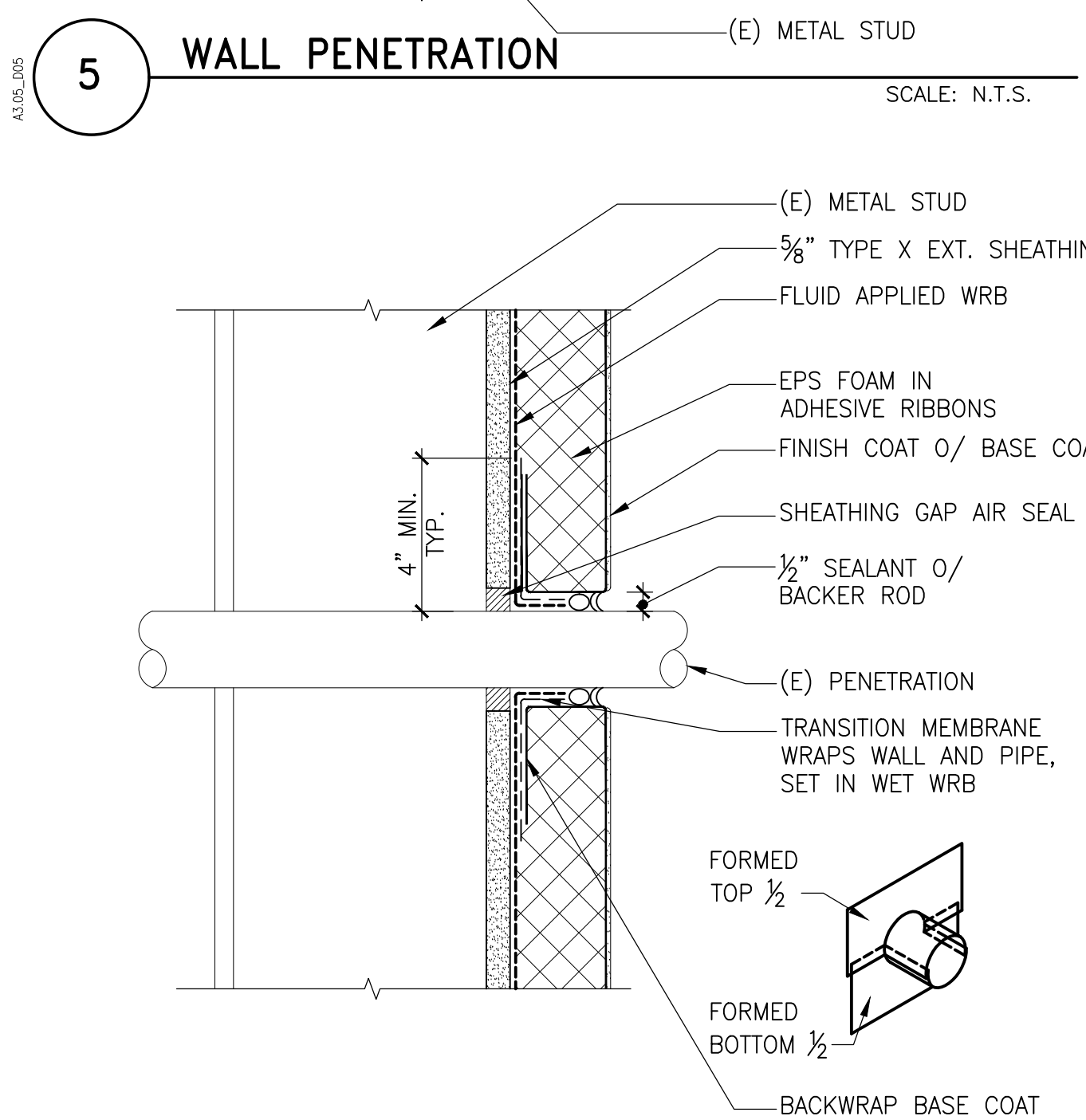
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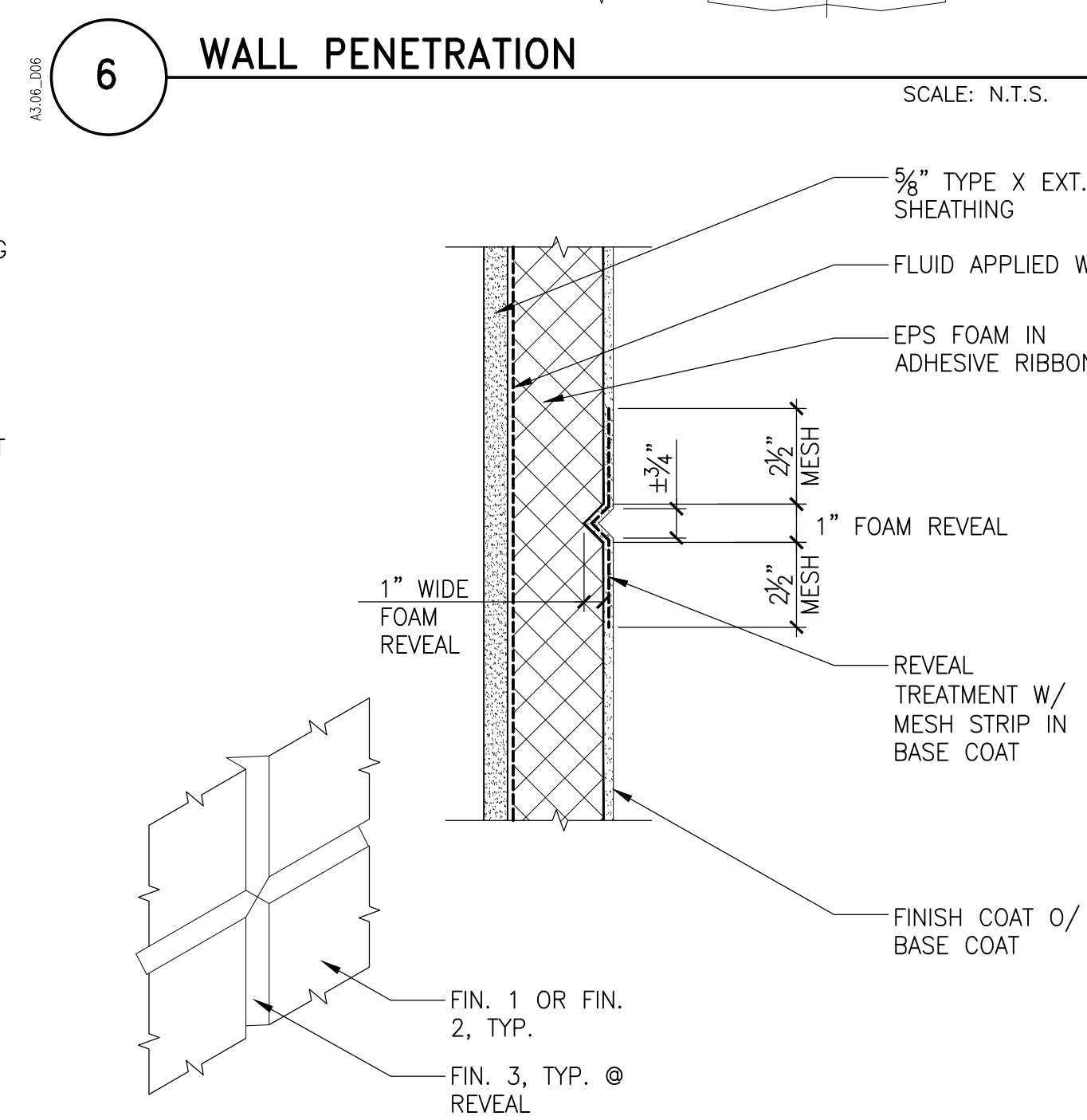
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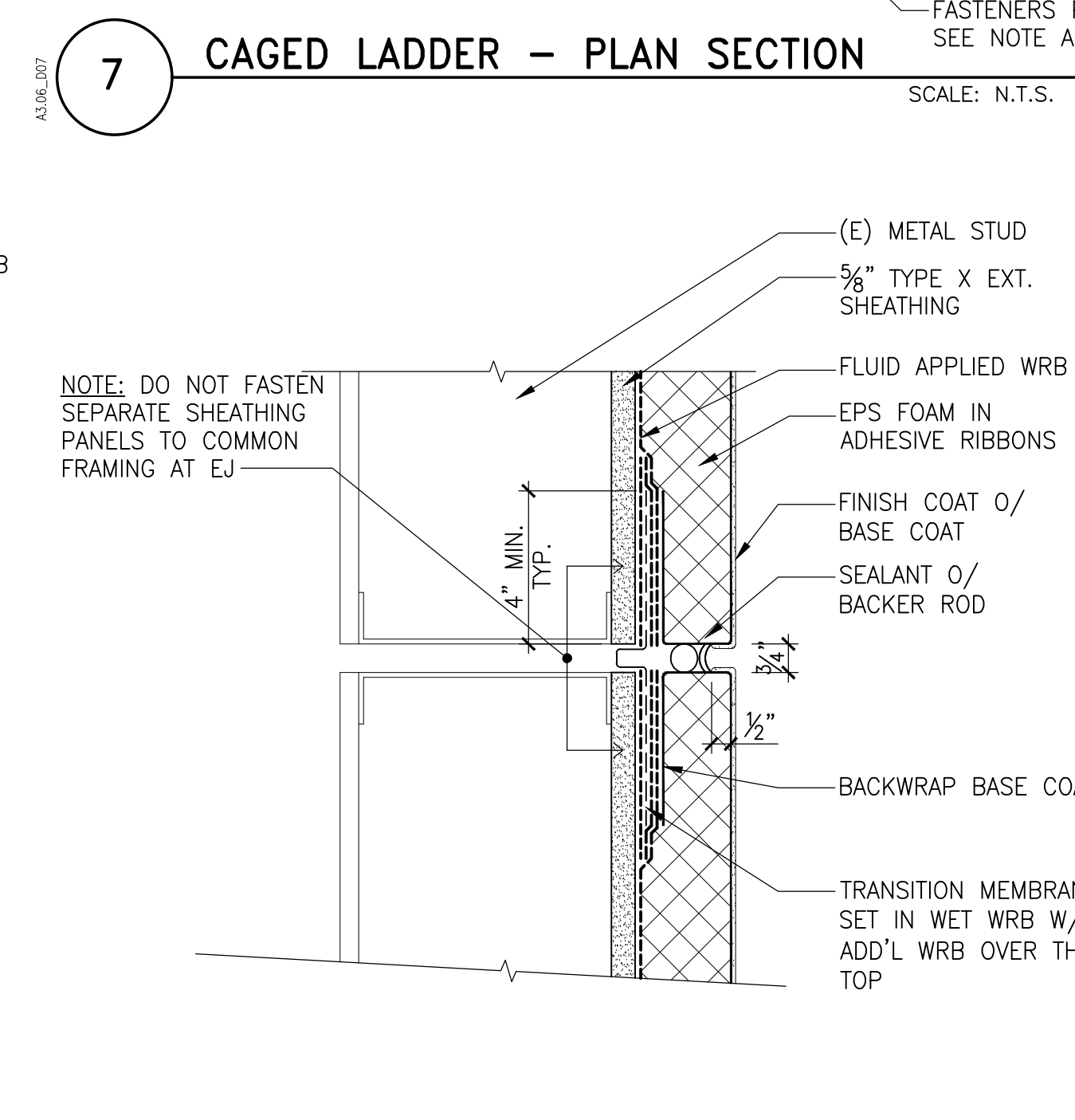
7 CAGED LADDER - PLAN SECTION SCALE: N.T.S.



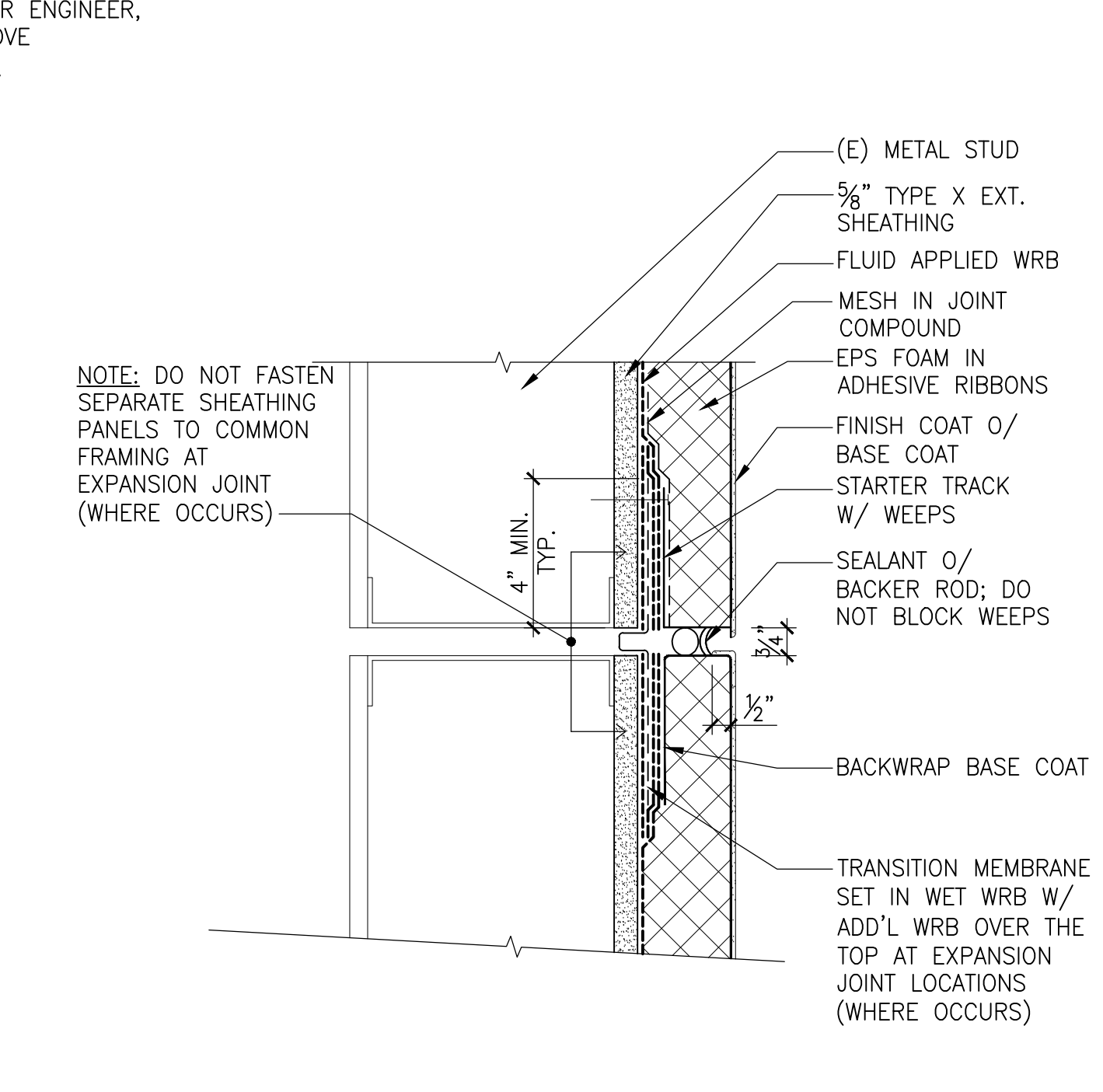
9 TYP. WALL PENETRATION, SMALL SCALE: N.T.S.



10 TYP. HORIZ. REVEAL (VERT., SIM.) SCALE: N.T.S.



11 TYP. VERT. EXPANSION JOINT PLAN SECTION SCALE: N.T.S.



12 TYP. FLOOR LINE JOINT SCALE: N.T.S.

No.	Date	Description	By
3	11/20/17	Bid Set	ALH
2	07/20/16	Plan Check Re-Submission	ALH
1	04/18/16	Plan Check Submission	ALH
0	03/25/16	90% Progress Print for Owner Review	ALH

EIFS EXTERIOR WALL REPLACEMENT
EDMUND D. EDELMAN CHILDREN'S COURT
201 CENTRE PLAZA DRIVE
MONTEREY PARK, CA 91754

EXTERIOR WALL DETAILS

Drawing Title		Project	
Project	158008.01	Checked	RNU
Drawn	PA	Date	11/20/17
		Approved	ALH
		Scale	AS NOTED
Drawing No.		Seal	
A3.06			

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ATTACHMENT 1

ADDENDUM NO. 01

EIFS EXTERIOR WALL REPLACEMENT
ED EDELMAN
CHILDREN'S COURT

PHASE-1

ED EDELMAN CHILDREN'S COURT
201 CENTRAL PLAZZA DRIVE
MONTEREY PARK, CA. 91745

JCC PROJECT NUMBER: FM-0046136

JUDICIAL COUNCIL OF CALIFORNIA
455 GOLDEN GATE AVE.
SAN FRANCISCO, CA. 94102

August 15, 2017

DC ARCHITECTS
820 N. MOUNTAIN AVENUE, SUITE 200
UPLAND, CALIFORNIA 91786

RICHARD D. DUNCAN, AIA, LICENSE #C-21818

1. PART 1 – GENERAL

1.1 THE FOLLOWING REVISIONS AND/OR CLARIFICATIONS SHALL BE MADE TO THE BIDDING REQUIREMENTS AND CONTRACT DOCUMENTS. REVISE AND AMEND THE DOCUMENTS FOR THE ABOVE NAMED PROJECT IN ACCORDANCE WITH THIS ADDENDUM. THE BID SHALL REFLECT THESE ADDENDUM CHANGES AND EACH BIDDER SHALL MAKE REFERENCE IN THEIR BID TO THIS ADDENDUM.

1.2 ALL BIDDING REQUIREMENTS AND CONTRACT DOCUMENTS SHALL APPLY TO THIS ADDENDUM AS ORIGINALLY INDICATED IN THE APPLICABLE PORTIONS OF THE CONTRACT DOCUMENTS, UNLESS OTHERWISE MODIFIED BY THIS ADDENDUM.

1.3 GENERAL CLARIFICATIONS

1.3.1 The following items are issued as responses to Pre-Bid Requests for Clarification submitted by the bidders:

1.3.1.1 See attached Bid "**Form for Vendor Submission of Questions ATTACHMENT 4**" which is bidder questions and answers. Total of 11 pages with ~~two (2)~~ attachment details.

1.3.1.2 ~~There are two (2) additive alternates for this project. The two (2) additive alternates are described as follows;~~

~~**Additive Alternate # 1**~~

~~Stolit® Lotusan Freeform shall be an additive EFIS application. The Stolit® Lotusan Freeform shall be additive alternate # 1. See attached bid form with the line item for additive alternate # 1. The Contractor/applicator specializing in the installation of the Stolit® Lotusan Freeform must have minimum 5 years documented experience. Stolit® Lotusan Freeform contractor/applicator must be certified by the Stolit® Lotusan Freeform manufacturer prior to bid and provide to the Owner written certification letter from the Manufacturer. Stolit® Lotusan Freeform contractor/applicator shall be a specialty contractor normally engaged in this type of work and shall have prior experience in the installation of these types of materials. Contractor shall provide a mock-up of the product for approval of the Court personnel.~~

Minimum mock-up area shall be from panel joint to panel joint or 7' by 7'-6" unless noted otherwise on the drawings or specified in the specifications.

Additive Alternate # 2

The Court will include the window gasket removal and replacement as part of the contract shall be additive alternate # 2. See attached bid form with the line item for additive alternate # 2. The specified construction time 270 calendar days in the Request for Proposal shall be extended to 330 calendar days from the issuance date of the Notice to Proceed letter date. The means and methods to seal the existing window glazing to the existing window system are up to the contractor; however the court wants a wet seal application around all exterior window glazing. The sealant used shall be silicone base sealant and provide the maximum warranty by the manufacture for any defects in the product. Sealant manufacturer shall spot check the installation is in accordance to the sealant manufacture strict standard and the sealant installed is water tight.

2. PART 2 – PLANS

2.1.1 The following Items are modifications to the plans as directed by the Architect and/or JCC.

2.1.1.1 NONE

3. PART 3 – PROJECT MANUAL

3.1 The following Items are modifications to the project manual as directed by the Architect and/or JCC.

3.1.1.1 NONE

END OF ADDENDUM NO. 01 INCLUDING REFERENCED ENCLOSURES

Total Number of Pages: ¹⁴~~2~~ **15 including Bid Narrative & Drawings**

ENCLOSURES:

New Drawings: ~~2 attachment Drawings~~

New Specifications: 0 Pages

Previous Addendums: NONE

ATTACHMENT 1
Form for Vendor Submission of
Questions from solicitation no.
REFM-2016-27-BD
(background information)

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
1	Will the DVBE Requirement be mandatory or will a "Good Faith Effort" be satisfactory?	RFP Page 14, Paragraph 9	DVBE requirements is Mandatory
2	Are drawings of the existing shell available? They are need to prepare painting bids.	General Questions	Record Drawings will be down loaded on the FPP Site
3	Are detail drawings of the Floor 2 Judges Terrace Trellis available?	<div data-bbox="852 781 1222 915" style="border: 1px solid red; padding: 5px; color: red; display: inline-block;"> Will re-address our answer </div> General Questions	SGH: The elevation call-out for the Judges' Terrace shown on sheet A1.01 is incorrect; the correct reference is 6/A2.12. These elevations reference details 5 and 6/A3.06 which show the interface between the new EIFS and the existing trellis framing. See related comment on 4 below. The original construction drawings by Kajima Associates, dated 05-01-90, include a wall section through the trellis, 4A/A5.7, which references details 16/A5.10 and 47/A5.11.

**Form for Vendor Submission of
Questions from solicitation no.
REFM-2016-27-BD
(background information)**

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
4	As discussed at the job walk, a flashing should be added above the steel beam for the Terrace Trellis. Provide detail.	<div style="border: 1px solid red; padding: 2px; display: inline-block; color: red;">Will re-address our answer.</div> General Questions	SGH: Details 5 and 6/A3.06 indicate the EIFS to be sealed to the trellis ledger at the top and bottom. See attached SK-1 for a modified detail with a sheet metal flashing incorporated at the top of the trellis ledger.
5	There are several drip edge cross section details similar to Detail 1/A3.03. At some locations this is called to be S.S. and others GSM. Please verify materials call-outs are correct.	Details 1/A3.03, 1/A3.04, 7/A3.04, 1/A3.05, 4/A3.05 7/A3.05 and 1/A3.06	SGH: We do not notice any locations in the referenced details that include S.S. drip edge flashing. Generally, all drip edge flashings should be GSM where not in contact with soil or adjacent to paving. We can provide additional clarification if the specific conflict is identified.
6	The tile specifications list 2 types of tile and the drawings call for 3 types of tile.	Details 6-7-8 on A2.11 and Spec 093000 Para 2.1.2.	SGH: The drawings indicate 3 tile patterns; the actual tile is the same in each pattern. The specification only indicates one type of tile and appears to be correct; DCA should confirm. Owner to confirm tile remains in project.

**Form for Vendor Submission of
Questions from solicitation no.
REFM-2016-27-BD
(background information)**

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
7	<p>Detail 6&7&8 on A2.11 refer to 8/A3.06 for a cross section. Detail 7/A2.11 has a blow up showing reveals and the tile. Is the ½" border around the tile a reveal cut into the EIFS or a ½" caulk joint?</p>	<p>Detail 6&7&8 on A2.11, 8/A3.06, 7/A2.11</p>	<p>SGH: The ½ in. border around the tile shown in detail 7/A2.11 is a fillet seal joint around the tile edges, as shown in the cross section detail 8/A3.06. Note, however, there are reveal cuts in the EIFS that come to the edge of sealant border. See attached sketch SK-2. Owner to confirm tile remains in project.</p>
8	<p>Will onsite parking be provided for construction parking?</p>	<p>General Question</p>	<p>The contractor can use portion of the bus and trash entrance area provided parking of any construction vehicles will not impede the entering and exiting of the buses, trash vehicles and fire vehicles fire lane. Otherwise, the Court will look at portions of the existing parking structure designated for construction vehicle parking at no cost to the contractor. Special parking passes will be given to the contractor for all construction vehicles.</p>
9	<p>Could RFI's from the first bid be provided?</p>	<p>General Question</p>	<p>There was no previous bid RFIs. Any questions and changes to the plans, specifications and scope of work was added to the new revised RFP.</p>

**Form for Vendor Submission of
 Questions from solicitation
 REF-2016-27-BD
 (background information)**

Tim is this still applicable or take out?

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
10	The landscaping project demo and replacement schedule to start during this project, can the landscaping project be postponed.	General Question	The Landscape project is on hold and the contractor does not need to worry if any of the existing landscaping next to the building is damage due to the placement of the scaffolding or construction in general.
11	The existing railing at the courtyard which is anchored to the existing wall is an issue to install plaster finish or the specified EIFS material.	General Question	The contractor shall remove the existing welded railing as necessary to remove the existing EIFS material and install the new EIFS material and any elastomeric paint to the existing plaster wall material. Once all finish material is install the existing railing shall be re-welded in place. Use the same type of welds that were existing. All welding of the existing railing shall be inspected by a certified welding Inspector. Inspector shall be furnished and paid for by the Court.

**Form for Vendor Submission of
Questions from solicitation
REFM-2016-27-BD
(background information)**

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
12	During the job walk it was noticed the south employee bridge from the parking structure to the main building the south underside/fascia to the existing plaster finish was damaged.	General Question	The contractor shall patch the damage plaster finish by removing any additional damage plaster, installing new weather proof paper with metal expanded lath and re-plaster the damaged area. The exterior plaster patch and repair finish shall match the existing exterior plaster finish. All plaster patch and repair work shall be done in accordance to the plaster institute recommended requirements for exterior plaster repairs. Once all damage exterior plaster repair work is completed the contractor shall elastomeric paint the entire exterior plaster surface in accordance to the plans and specification.
13	Court informed all present during the job walk the day-care outdoor facility will be closed during the construction for the length of the construction schedule timeframe.	<div style="border: 1px solid red; padding: 2px; display: inline-block;">Tim is this still valid?</div> General Question	<div style="border: 1px solid red; border-radius: 50%; padding: 5px; display: inline-block;">Court informed all present during the job walk the day-care outdoor facility will be closed during the construction for the length of the construction schedule timeframe.</div>
14	The specified visqueen protective covering over the windows shall be dark color or clear.	General Question	Use the dark color visqueen.

**Form for Vendor Submission of
 Questions from solicitation
 REF-2016-27-BD
 (background information)**

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
15	At the back side or roof side of all existing parapet walls it was noticed there were some damage areas to the existing exterior plaster finish. What are the contractors to do?	General Questions	The contractor shall figure 10% of the lineal length of the back side of the existing exterior plaster finish to be patched and repaired in accordance to the plaster institute recommended requirements for exterior plaster repairs. Once all damage exterior plaster repair work is completed the contractor shall elastomeric paint the entire exterior plaster surface in accordance to the plans and specification.
16	Question is their Liquidated Damages specified for this project?	General Question	No Liquidated Damages specified for this project.

Form for Vendor Submission of Questions from solicitation no. REF M-2016-27-BD (background information)

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
17	<p>During the job walk it was conveyed to the contractors (from the Court) to leave in-place the scaffolding for window gasket removal and installation. Add Alternate # 2.</p>	<p>Additive Alternate</p>	<p>The Court will include the window gasket removal and replacement as part of the contract. The specified construction time 270 calendar days in the Request for Proposal shall be extended to 330 calendar days from the issuance date of the Notice to Proceed letter date. The means and methods to seal the existing window glazing to the existing window system are up to the contractor; however the court wants a wet seal application around all exterior window glazing. The sealant used shall be silicone base sealant and provide the maximum warranty by the manufacture for any defects in the product. Sealant manufacturer shall spot check the installation is in accordance to the sealant manufacture strict standard and the sealant installed is water tight.</p>

**Form for Vendor Submission of
Questions from Solicitation no.
REFM-2016-27-BD
(background information)**

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
18	<p>During the job walk it was notice areas on the existing EFIS wall surfaces existing electrical boxes, conduits, electrical panels. What are we to do?</p>	<p>General Question</p>	<p>If not identified on the plans or specified in the specifications, the contractor shall remove all existing electrical boxes, surface mounted conduits, electrical panels or and electrical, mechanical, other surface mounted devices to apply the specified EFIS wall finish material. Once the EFIS wall finish material is completed the contractor shall re-install all surface mounted electrical, mechanical or other devices back to their original locations. Reuse (if not damaged during removal) existing anchorage screws or bolts. If damage replace with matching anchorage item matching same size and length. All new anchorage screws, bolts, nuts and washers shall be galvanized. When reapply any existing panels, conduits etc. secure to the new EFIS wall finish snugly (do not over tighten screws/bolts) so as not to damage or cause cracking to the new EFIS wall finish. Provide approved sealant at all anchor points/locations and around entire surface mounted devices or recessed flanges.</p>

**Form for Vendor Submission of
 Questions from solicitation
 REFM-2016-27-BD
 (background information)**

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
19	<p>During the job walk it was notice there are several existing ladders mounted to the existing EFIS wall finish. What to do?</p>	<p>General Question</p>	<p>If not identified on the plans or specified in the specifications, the contractor shall remove all existing ladders to apply the specified EFIS wall finish material. Once the EFIS wall finish material is completed the contractor shall re-install all surface mounted ladders back to their original locations. Reuse (if not damaged during removal) existing anchorage bolts. If damage replace with matching anchorage bolts matching same size and length. All new anchorage bolts, nuts and washers shall be galvanized. When reapply the existing ladders, secure to the new EFIS wall finish snugly (do not over tighten screws/bolts) so as not to damage or cause cracking to the EFIS wall finish. However the ladders need to be secured according to the original anchorage requirements or to OSHA strict standards. Provide approved sealant at all anchor points/location and around entire surface angle support brackets that make contact to the new EFIS wall finish.</p>

**Form for Vendor Submission of
 Questions from solicitation
 REFM-2016-27-BD
 (background information)**

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
20	During the job walk the Court stated the existing Heliport platform that all patch, repair new finish will be done by others and is not part of the scope of work for this project.	General Information	During the job walk the Court stated the existing Heliport platform that all patch, repair new finish will be done by others and is not part of the scope of work for this project. The exterior plaster around the heliport shall still receive
21	At the bus delivery entrance and trash removal area have large openings and scaffolding will be an issue.	General Question	Contractor will need to design and implement spanning the scaffolding the length of the bus entrance and trash entrance. Especially at the bus entrance the turning radius for the buses need to be taken in consideration for spanning the bus entrance.

**Form for Vendor Submission of
 Questions from previous solicitation
 (background information)**

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
22	Add Alternate # 1.	Additive Alternate	 <p>Stolit® Lotusan Freeform shall be an additive EFIS application. The Stolit® Lotusan Freeform shall be additive alternate # 1. See attached bid form with the line item for additive alternate # 1. The Contractor/applicator specializing in in the installation of the Stolit® Lotusan Freeform must have minimum 5 years documented experience. Stolit® Lotusan Freeform contractor/applicator must be certified by the Stolit® Lotusan Freeform manufacturer prior to bid and provide to the Owner written certification letter from the Manufacturer. Stolit® Lotusan Freeform contractor/applicator shall be a specialty contractor normally engaged in this type of work and shall have prior experience in the installation of these types of materials. Contractor shall provide a mock-up of the product for approval of the Court personnel. Minimum mock-up area shall be from panel joint to panel joint or 7' by 7'-6" unless noted otherwise on the drawings or specified in the specifications.</p>

RFP Title: Phase 1 of EIFS Exterior Wall
Replacement RFP Number: FS-2017-18-BD

ATTACHMENT 2

SAMPLE AGREEMENT FOR COURTHOUSE AND ITS EXHIBITS

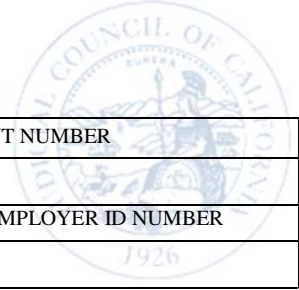


**JUDICIAL COUNCIL
OF CALIFORNIA**

ADMINISTRATIVE DIVISION
FACILITIES SERVICES

ATTACHMENT 2

**JUDICIAL COUNCIL OF CALIFORNIA
AGREEMENT FOR PHASES 1 - EIFS EXTERIOR WALL REPLACEMENT**



AGREEMENT NUMBER
FEDERAL EMPLOYER ID NUMBER

1. THIS AGREEMENT, made and entered into as of the ___ day of _____ 2018, ("Effective Date"), between the Judicial Council of California ("Judicial Council") and _____ ("Contractor").

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Judicial Council hereinafter expressed, does agree to furnish to the Judicial Council the services and materials set forth in the Scope of Work (see Exhibit C) pursuant to the Contract Documents (as defined in Exhibit A).

2. The purpose of this Agreement is to:

Implement Phase 1 of the Exterior Insulation and Finish System ("EIFS") exterior wall removal and replacement at the Edmund D. Edelman Children's Courthouse facility located at 201 Centre Plaza Drive, Monterey Park, CA 941754 ("Facility") including construction as set forth in the Contract Documents as further described in Exhibit C, Scope of Work ("Project").

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

3. This Agreement (the "**Contract**") includes this Agreement and the following documents: (1) Exhibit A, Agreement for Phase 1 of the EIFS Exterior Wall Replacement Project; (2) Exhibit B, Terms and Conditions to Contract; Payment Terms; (3) Exhibit C, Scope of Work, including Project Manual (Specifications) and Plan (Drawing) Index; (4) Exhibit D, Project Insurance Requirements; (5) Exhibit E, Prevailing Wage Certification; (6) Exhibit F, Workers Compensation Certification; (7) Exhibit G, Asbestos Lead-Based Paint and Other Hazardous Materials Certification; (8) Exhibit H, DVBE Form; (9) Exhibit I, Judicial Council Background Check Policy, and; (10) Exhibit J, Judicial Council Tool Control Policy, and any other documents specifically enumerated as incorporated elsewhere in the Contract.

4. The maximum amount that the Judicial Council may pay Contractor under this Agreement is \$0.00.

5. Contractor shall complete and sign Exhibits E, F, and H and return the originals of these documents to the Judicial Council prior to commencing any work on the Project (as those terms are defined in the Contract Documents). Contractor shall complete and sign Exhibit G upon completion of the Project and prior to final payment.

6. IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto, effective upon the Effective Date.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)
BY (Authorized Signature) ✍	BY (Authorized Signature) ✍
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Manager, Contracts	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS Attn: Procurement 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS

EXHIBIT “A”

AGREEMENT FOR EIFS EXTERIOR WALL REPLACEMENT PROJECT

1. Contractor shall furnish to the Judicial Council for a firm-fixed price of _____ Dollars (**\$,00**) (“**Contract Price**”), for the construction, and other services necessary or incidental to complete the Project.
2. The Contract includes the Agreement for Phase 1 of the EIFS Exterior Wall Replacement Project and all of the Contract Documents listed in section 6 of this Exhibit, and any modifications issued after execution of this Contract in accordance with the terms of this Contract.
3. The Project shall be completed within **224** consecutive calendar days (“**Contract Time**”) from the date specified in the Judicial Council’s Notice to Proceed (Attachment 1 to Exhibit “A”). Contractor agrees that if the Project is not completed within the Contract Time and/or pursuant to the completion schedule, or construction schedule, it is understood, acknowledged, and agreed that the Judicial Council will suffer damage. Pursuant to Government Code section 53069.85, Contractor shall pay to the Judicial Council, as fixed and liquidated damages, and not as a penalty, the sum of **\$100.00** per day for each calendar day during which completion of the Project is delayed beyond the time specified for completion.
4. Contractor shall not commence the Project until the Contractor has submitted and the Judicial Council has approved the performance bond, payment bond (i.e. labor and material bond), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the Project Manager has issued a written Notice to Proceed.
5. Payment for the Project shall be made in accordance with Exhibit B, the Terms and Conditions to Contract; Payment Terms.
6. The Contract Documents include the following documents, as indicated:

<input checked="" type="checkbox"/> Attachment 1 to Exhibit “A” (Notice to Proceed)	<input checked="" type="checkbox"/> Exhibit “H” (DVBE Participation Form)
<input checked="" type="checkbox"/> Exhibit “B” (Terms and Conditions of Contract; Payment Provisions)	<input checked="" type="checkbox"/> Exhibit “I” (Judicial Council Background Check Policy)
<input checked="" type="checkbox"/> Exhibit “C” (“Scope of Work”)	<input checked="" type="checkbox"/> Exhibit “J” Judicial Council Tool Control Policy
<input checked="" type="checkbox"/> Exhibit “D” (Insurance Provisions)	<input checked="" type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Exhibit “E” (Prevailing Wage Certification)	<input checked="" type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Exhibit “F” (Workers’ Compensation Certification)	<input checked="" type="checkbox"/> Insurance Certificates/Endorsements
<input checked="" type="checkbox"/> Exhibit “G” (Asbestos, Lead-Based Paint & Other Hazardous Materials Certification)	<input checked="" type="checkbox"/> Designated Subcontractors List

7. The Judicial Council's Project Manager for this Project is Timothy O'Connor ("**Project Manager**").
8. Inspection and acceptance of the Project shall be performed by the Project Manager.
9. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

EXHIBIT “B”

TERMS AND CONDITIONS TO CONTRACT; PAYMENT TERMS

- 1. NOTICE TO PROCEED:** The Project Manager will provide a written Notice to Proceed to Contractor with respect to the Project at which time Contractor will proceed with the Project. Prior to receiving the Notice to Proceed, Contractor must (a) post all payment and performance bonds; (b) provide evidence of insurance pursuant to Exhibit “D”; (c) complete the Prevailing Wage Certification attached hereto as Exhibit “E” and the Workers’ Compensation Certification attached hereto as Exhibit “F.”
- 2. EXAMINATION OF FACILITY:** Contractor has examined the Facility including the Project site and certifies that it accepts all measurements, specifications, and conditions affecting the Project. Contractor warrants that it has made all examination(s) that it deems necessary as to the condition of the Facility, its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements.
- 3. EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to provide the services to complete the Project.
- 4. TERMINATION:** If Contractor fails to perform the work for the Project to the satisfaction of the Judicial Council, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the Judicial Council shall have the right to terminate this Contract effective immediately upon the Judicial Council giving written notice thereof to the Contractor. Judicial Council shall also have the right in its sole discretion to terminate the Contract for its own convenience, in which case, the Judicial Council will only be obligated to reimburse Contractor for the actual costs incurred by Contractor as of the date of termination, however, in no event, shall Contractor be entitled to be compensated for any loss of anticipated profits.
- 5. SAFETY PRECAUTIONS AND PROGRAMS:** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. Contractor must take all reasonable precautions and protections to ensure the safety of, and prevent damage, injury or loss to:

 - 5.1 Employees working on the Project and all other persons who may be affected by the Project;
 - 5.2 All the work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care custody or control of the Contractor or any of its subcontractors; and
 - 5.3 Any other property located at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of the work.

6. PROTECTION OF PROJECT AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the work for the Project, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the work for the Project. In an emergency affecting life, safety, work, or adjoining property, Contractor, without special instruction or authorization from Judicial Council, is permitted to act at its discretion to prevent such threatened loss or injury. Contractor shall designate a superintendent, or some other responsible member of the Contractor's organization, who is at the Site, to be the person responsible for: (1) the prevention of accidents and the monitoring of the safety for the Project, and (2) the compliance with all applicable laws, ordinances, rules, regulations and lawful orders of the local public jurisdiction with authority on safety of persons or protection of property.

7. CHANGE IN SCOPE OF WORK: Any change in the scope of the work for the Project, method of performance, the type of materials, or any other matter materially affecting the performance or nature of the Project shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid amendment to this Contract executed by the Judicial Council and Contractor. Contractor specifically understands, acknowledges, and agrees that the Judicial Council shall have the right to request any alterations, deviations, reductions, or additions to the Project via a written change order signed by both the Judicial Council and the Contractor, and the cost thereof shall be added to or deducted from the amount set forth in the written change order. Contractor also agrees to provide the Judicial Council with all information requested to substantiate any cost of the change order and to inform the Judicial Council whether the work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Project. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. OTHER CONTRACTS: Judicial Council reserves the right to enter into other construction contracts in connection with work involving the same or overlapping locations within the Facility. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution and completion of their work. Contractor shall coordinate with and order or sequence work with other contractor(s) in these areas in cooperation with Judicial Council overall work plan for projects in the facility.

- 8.1. If any part of Contractor's work depends for proper execution or results upon work of any other contractor, Contractor shall inspect and promptly report to the Judicial Council in writing before proceeding with its work any defects in any other contractor's work that render Contractor's work unsuitable for proper execution and results. Contractor shall be held accountable for damages to Judicial Council for any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all other contractor's work as fit and proper for reception of Contractor's work, except as to defects that may develop in other contractor's work after execution of Contractor's work.

- 8.2. To ensure proper execution of its work, Contractor shall measure and inspect work already in place and shall at once report to the Judicial Council in writing any discrepancy between that executed work and the Contract Documents.
 - 8.3. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by Judicial Council within the Facility to the end that Contractor may perform this Contract in light of the other contracts, if any.
 - 8.4. Nothing herein shall be interpreted as an exclusive or priority access by Contractor to any work area within the Facility or at the Project site.
 - 8.5. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Project site or any portion of the Facility. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working within the Facility. If simultaneous execution of any contract is likely to cause interference with performance of Contractor's work, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the Judicial Council of the resolution. Contractor shall review, coordinate, and include in its construction schedule other construction projects that are being conducted simultaneously within the Facility to ensure proper execution of its work.
- 9. TRENCH SHORING:** If this Contract is in excess of \$25,000 and includes the excavation of any trench deeper than five (5) feet, pursuant to Labor Code section 6705, Contractor must submit and obtain Judicial Council acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- 10. HAZARDOUS MATERIALS:** Contractor shall not use or incorporate any Hazardous Materials (as defined in Exhibit G) in the Project.
- 11. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Judicial Council may deem incompetent or unfit shall be dismissed from the Project site and shall not again be employed at the Project site without written consent from the Judicial Council.
- 12. CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the Judicial Council any work necessary to correct errors or omissions that result from, or relate to, Contractor's failure to comply with the standard of care required for the work for the Project.
- 13. SUBSTITUTIONS AND APPROVED EQUALS.** Whenever in the Contract Documents any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or

by name of manufacturer, those references shall be deemed to be used for the purpose of facilitating the description of that material, process, or article desired, and shall be deemed to be followed by the words “or equal,” except when the product is designated to match others in use on a particular public improvement whether completed or in the course of completion. Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. If the material, process, or article offered by Contractor is not, in the opinion of the Judicial Council, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specification.

- 13.1. Contractor shall submit a proposal for a substitution request for alternative material(s), article(s), or equipment, in writing:
- 13.2. The Judicial Council will consider requests for substitution only if received within thirty (30) days after Contract start date stated in the Notice to Proceed. Requests received after this timeframe may be rejected as untimely at the sole discretion of the Judicial Council.
- 13.3. At the Judicial Council’s discretion, it may give written consent to a submittal or resubmittal received after expiration of the time limit designated.
- 13.4. The request will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s), or equipment. Samples shall be provided when requested by the Judicial Council. Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment shall be upon the Contractor. The Judicial Council will be the sole judge as to such matters. In the event the Judicial Council rejects the use of such alternative(s) submitted, then the particular product(s) originally specified in the Contract Documents shall be furnished.
- 13.5. If mechanical, electrical, structural, or other changes are required for installation, fit of alternative materials, articles, or equipment, or because of deviations from contract drawings, if any, and Specifications, such changes shall not be made without consent of the Judicial Council, and shall be made without additional cost to the Judicial Council.

14. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel who are working at the Project site or on the Project.

15. SCHEDULE OF SUBMITTALS. Contractor shall provide a preliminary schedule of submittals, including all required Shop Drawings, Product Data, Samples, and a Schedule of Value. Once approved by the Judicial Council, this shall become the Submittal Schedule. All submittals shall be forwarded to the Judicial Council by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Judicial Council, in which case those submittals shall be forwarded to the Judicial Council so as not to delay the Judicial Council.

16. CLEAN UP: Contractor must remove debris from the Project site on a weekly basis, as applicable. The Project site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

17. ASSIGNMENT OF CONTRACT: Contractor shall not assign any of its rights under this Contract, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, or otherwise transfer or delegate its duty or obligation to perform any work under the Contract without the prior written consent of the Judicial Council. Any assignment by Contractor, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the prior written consent of the Judicial Council, shall be deemed a default allowing the Judicial Council to exercise all remedies available to it under applicable law. Consent will not be given to an assignment which would relieve the Contractor or the Contractor's surety of their responsibilities under this Contract. Any purported assignment of rights or delegation of performance in violation hereof shall be null and void.

18. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

19. NO INTERFERENCE WITH COURT OPERATIONS: Contractor acknowledges that the Project is located in a courthouse which is an operating courthouse that is open to the public. Access to the Facility, including mechanical rooms, electrical rooms, or other rooms must be coordinated with the Court through the Project Manager before work commences. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the Project Manager and shall be minimized to the greatest degree possible. Contractor shall provide temporary services to all facilities interrupted by Contractor's work. Contractor and its subcontractors shall not interfere with the transaction of Court business, including the public's access to and use of the Facility.

20. WORK HOURS: Since the Work will be taking place in an occupied court facility, the selected firm will be required to coordinate Work in such a way as to not disrupt court operations. Certain work will be required to be completed after hours or on weekends. It is estimated that approximately seventy percent (70%) of the performance of work may be completed during standard business hours, Monday to Friday, 7:00 am to 6 pm. However, when work will adversely affect Court proceedings, Judicial Council will require that that work be performed when the Court is not in session. The Firm should expect that approximately, but not limited to, thirty percent (30%) of the work will be required to be performed on a weekend (Saturdays and Sundays, 7 am to 6 pm) and/or after hours on business days (Monday to Friday, 6:00 pm to 1 am). The Project Manager will coordinate with the local jurisdiction and the selected Firm to establish the hours of work on a week to week basis. The Firm's Cost Proposal shall include all costs associated with limiting the work hours for the Project as set forth herein and the successful Firm will not be entitled to any additional compensation for performing work on the weekends, holidays or after-hours on business days.

21. BACKGROUND CHECKS:

- 21.1. Criminal Background Screening
Access to Facility. Only Approved Persons may have unescorted access to (1) the Restricted Areas of a Facility and (2) any area of the Facility, during non-business hours when there is no security screening available. Contractor and Subcontractor employees who are not Approved Persons may access Restricted Areas only if they are escorted by an Approved Person at all times that they are in the Restricted Areas. Contractor may not rely upon an employee of the Court to escort or monitor these persons. Contractor must take all reasonable steps to ensure that its operations in any Restricted Area are at all times consistent with this section (“Access to Restricted Areas”).
- 21.2. Notification. Contractor must notify all subcontractors that (i) the Judicial Council requires a background check for personnel working in Restricted Areas without an escort pursuant to this Background Checks provision, (ii) the Court may have supplemental screening procedures, criteria, and requirements, and (iii) subcontractor employees must comply with both the Judicial Council’s and the Courts’ checks and procedures.
- 21.3. Judicial Council Screening and Approval Process. The Judicial Council shall conduct the screening and approval of employees of Contractor and subcontractors that have access to the Restricted Areas pursuant to the Judicial Council’s then-current background check policies and procedures. Contractor agrees to cooperate with the Judicial Council with respect to the screening of those employees. A copy of the Judicial Council’s background check policy current as of the Effective Date is attached as Exhibit “I” for the Contractor’s reference (“Background Check Policy”). The Judicial Council may update the Background Check Policy at any time, without notice to the Contractor. Contractor acknowledges that the definition of Restricted Areas in this Agreement is broader and includes more areas than the definition of Restricted Areas in the Background Check Policy and that the definition of Restricted Areas in this Agreement shall control. Contractor must comply with the provisions of this Background Checks provision in this Agreement and with the Background Check Policy.
- 21.4. Judicial Council Badges. The Judicial Council will issue an identification badge to each person who is approved by the Judicial Council pursuant to this Background Checks provision 4.3 (“**Judicial Council Screening and Approval Process**”), bearing that person’s name and picture. The badge will indicate that the person is permitted to access the Restricted Areas. The Judicial Council will either (1) notify Contractor if an employee is approved, whereupon the Judicial Council will issue an identification badge for that person, or (2) provide an identification badge for the person to the Contractor, and Contractor will be responsible for issuing the identification badge to that person. All such persons must wear their identification badges in a readily-visible manner whenever they

are in a Restricted Area. The Contractor will have a procedure in place to ensure that all badges are returned to the Judicial Council upon termination of an employee.

21.5. Court-Required Screening and Background Check Requirements. Even if a Contractor or subcontractor employee has a Judicial Council-issued badge, the Court has the ultimate decision as to whether a specific Contractor or subcontractor employee may have unescorted access to its Facility. The Court shall have the right at any time to refuse Facility access to any Contractor or subcontractor employee (even if that employee has a Judicial Council-issued badge) if the Court determines, in its sole discretion, that such person poses a risk to the Court or any person, system, or asset associated with the Court. The Court may elect to perform supplemental screening on Contractor or Subcontractor employees who perform Work in that Court's Restricted Areas. Contractor agrees to cooperate with the Court with respect to the screening of those employees, and shall obtain at no additional cost to the Court all related releases, waivers and permissions the Court requires. The Court may issue its own identification badge or other credential to persons who have passed the applicable Court-required screening procedure.

21.6. DOJ and DMV Requirements. Notwithstanding anything in this Agreement to the contrary, Contractor must comply with background check and clearance requirements of the DOJ and the DMV relating to any employee of either Contractor or Subcontractor who has physical access to any area which is either connected to, or contains records from the following databases: the DOJ criminal computer database, including the California Law Enforcement Telecommunications System (CLETS) and the Criminal Offender Record Information (CORI), and the DMV computer database. If requested by either the Court or the Judicial Council, Contractor must provide to either the Court or the Judicial Council suitable documentation evidencing Contractor's compliance with the policies, practices, and procedures of the DOJ and the DMV regarding background check and clearance requirements relating to access to these databases.

21.7. Definitions.

- (a) "Approved Person" means any employee of Contractor or any subcontractor who (i) has been screened and approved by the Judicial Council pursuant to the Judicial Council Screening Process and (ii) when working in a the Facility, has passed any additional Court-required screening and background check requirements which that Court requires of contractors working in that Facility, as described in the above section relating to Court-required screening.

- (b) “Restricted Areas” means (i) all areas within the Facility that are not generally accessible to the public, including judges’ chambers, all non-public restrooms, elevators, break rooms, and corridors, and other non-public spaces that are dedicated for use only by judges or Court staff and employees, (ii) public areas of a Facility during non-business hours that are subject to security screening during normal business hours, and (iii) the areas defined as Restricted Areas in the Background Check Policy.

21.8. Costs. All costs associated with escorting an unscreened employee (i.e. any employee who is not an Approved Person) shall be included in the Contract Price. Contractor will not receive additional compensation or reimbursement from the Judicial Council for any costs related to escorting. The Judicial Council will pay for the cost of the background check (e.g. LiveScan), however, the Contractor will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs.

22. SECURITY PROTOCOLS AND TOOL CONTROL POLICY: Contractor personnel must comply with all Judicial Council- and Court-required security protocols in the performance of the work. Such protocols include, but are not limited to, the then-current Judicial Council Tool Control Policy. The version of the Judicial Council Tool Control Policy in effect as of the Effective Date is attached as Exhibit “J”.

23. FORCE MAJEURE CLAUSE: Contractor shall not be liable for any failure or delay in performance hereunder during the time and to the extent that it is prevented from obtaining delivery of goods or materials, or performing the work for the Project by:

- 23.1. An Act of God (e.g. flood, earthquake, fire due to lightning), strike or lock-out involving a supplier of material, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the Judicial Council, provided that it is satisfactorily established that the non-performance is not due to the fault, neglect or action of the Contractor.
- 23.2. Adverse weather that is (1) unusually severe precipitation, sleet, snow, hail, heat, or cold, wind or fog conditions in excess of the norm for the location and time of year it occurred as determined by a source mutually agreed to by the Judicial Council and the Contractor or, if none can be mutually agreed upon, as indicated at <http://countrystudies.us/united-states/weather/California>; (2) unanticipated; and (3) occurring at the site of the Project.

24. INDEMNIFICATION: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the State of California; the Judicial Council of California; the Judicial Council; the County of Los Angeles; and the Superior Court of California County of Los Angeles, and their respective officers, consultants, representatives, agents and employees, (the “**Indemnified Parties**”) from any and all demands, losses, liabilities, claims, suits,

and actions (the “**Claims**”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law or the Contract, including, without limitation, any stop notice action. The Judicial Council shall have the right to accept or reject any legal representation that Contractor proposes to defend the Judicial Council.

25. PROGRESS PAYMENTS: Contractor shall submit to the Judicial Council an Application for Payment based upon the actual value for materials delivered or services performed under the Contract up to the last day of the previous month (“**Application for Payment**”). The Project Manager will review the Application for Payment and approve the Application for Payment if the Application for Payment is valid and correct. Within 45 days after the Project Manager’s approval of the Application for Payment, Contractor will be paid a sum equal to ninety percent (90%) of the amount invoiced in the Application for Payment (as Judicial Council verified, as applicable, by the Project Manager, Judicial Council’s architect, and Judicial Council’s project inspector and certified by Contractor) The Judicial Council may deduct from any payment an amount necessary to protect the Judicial Council from loss because of: (1) any sums expended by the Judicial Council in performing any of Contractor’s obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective work not remedied; (3) stop payment notices as required by California law (i.e. Civil Code sections 9358 et seq.); (4) reasonable doubt that the Project can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the work for the Project by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Judicial Council during the prosecution of the work for the Project; (8) erroneous or false estimates by the Contractor of the value of the work performed; (9) any sums representing expenses, losses, or damages, as determined by the, incurred by the for which Contractor is liable under the Contract; and (10) any other sums which the Judicial Council is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the Judicial Council to deduct any of these sums from a progress payment shall not constitute a waiver of the Judicial Council’s right to such sums. The Judicial Council will retain ten percent (10%) from all amounts owing as retention.

All Applications for Payment shall comply with the following:

- i. Each Application for Payment shall bear a unique invoice number, the Contract Number, the Contractor’s name and address, Contractor’s preferred remittance address, the Contractor’s Taxpayer identification number (FEIN)
- ii. Contractor shall submit each Application for Payment form with the invoice to the Project Manager.
- iii. Each Application for Payment must clearly specify:
 - Month and Year being invoiced;

- The portion of the total work being invoiced expressed as a percentage, the total price of the Work, and the total amount due that month.
 - The amount to be withheld by the Judicial Council that month
 - The amount to be paid that month
 - The total amount withheld to date
- iv. The final payment shall be invoiced in accordance with the Final Payment section of this Exhibit.

26. MANNER OF PAYMENT: All payments by the Judicial Council required by this Contract shall be payable by State of California warrants or any other warrant from any account utilized by the Judicial Council.

27. FAILURE TO ADOPT STATE BUDGET: An event of default shall not occur if the Judicial Council is unable to make any payment due hereunder because of the State of California's failure to timely approve and adopt a State budget. If the Judicial Council fails to make any payment(s) as a result of the State of California's failure to timely approve and adopt a State budget, the Judicial Council shall promptly pay any previously due and unpaid upon approval and adoption of the State budget.

28. COMPLETION OF PROJECT: Contractor shall notify the Project Manager in writing when the Project is complete. The Judicial Council will accept completion of the Project and record the Notice of Completion when the entire Project had been completed to the satisfaction of the Judicial Council. The Judicial Council, at its sole option, may accept completion of the Project and have the Notice of Completion recorded when the Project has been completed to the satisfaction of the Judicial Council, except for minor corrective items ("**Punch List Items**"), as distinguished from incomplete items. In determining whether the Project is complete and acceptable to Judicial Council, the Project must conform with the following: (1) all of the work set forth in the Scope of Work, Exhibit C, along with any agreed upon Change Orders; and (2) the design work completed by Contractor pursuant this Contract. Contractor warrants and represents that the Project complies with all applicable State and Federal laws, building codes, regulations and ordinances in effect on the date of acceptance of the Project by Judicial Council.

29. FINAL PAYMENT:

The following conditions must be fulfilled prior to final payment:

- 29.1. The Judicial Council must have accepted the Project as complete in accordance with the Completion of Project section of this Exhibit;
- 29.2. A duly completed and executed waiver and release upon final payment compliant with Civil Code sections 8136 and 8138, as applicable, from the Contractor and each subcontractor and supplier;
- 29.3. Contractor shall have delivered to the Judicial Council all applicable written guarantees and warranties, including those of its subcontractors, if applicable;

- 29.4. Contractor shall have delivered to the Judicial Council all applicable manuals;
- 29.5. Contractor shall have executed the Asbestos Lead-Based Paint and Other Hazardous Materials Certification substantially in the same for as attached to this Agreement as Exhibit “G”; and
- 29.6. The Contractor shall have completed final clean-up of the Project site.

After 35 days have elapsed following the recordation of the Notice of Completion for the Project, the Judicial Council will commence processing the final payment, and provide the final payment to Contractor as expeditiously as possible. The final payment shall be the amount of retention, less the following: (i) any amounts reasonably disputed by the Judicial Council; (ii) 150 percent of the Judicial Council’s estimate of any amount necessary to complete any Punch List Items which are still not complete; (iii) any amounts attributable to stop payment notices which the Judicial Council is required to withhold pursuant to the Prevailing Wage Laws; (iv) any penalties pursuant to the Prevailing Wage Laws which Contractor failed to forfeit in accordance with the Prevailing Wage Laws; and (v) any assessments by the California Labor Commissioner pursuant to Labor Code section 1741.

30. NO LIENS: Contractor agrees that Contractor, and any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract, has no rights to lien any portion of the Project site, including any improvement or appurtenance thereon (e.g. the Facility). Contractor specifically acknowledges, in accordance with Civil Code section 9350 et seq., that the Project, the Facility, and the Project site are not subject to mechanics liens. In the event that any liens are recorded by Contractor or any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract, Contractor agrees to take whatever action is necessary to remove the lien against the Project, the Facility, and the Project site, as applicable.

31. LICENSES: Contractor shall secure and maintain in force, at Contractor’s sole cost and expense, all licenses required by law, in connection with the furnishing of materials, supplies, or services herein listed.

32. PERMITS: Contractor will obtain all necessary Project specific permits (e.g. grading permits, transportation permits, building permits, etc.) which are required for the Project, and all fees for those permits will be paid directly by the Judicial Council to the entity issuing the permits with no mark-up by Contractor.

33. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the work for the Project, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the Judicial Council. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

34. ANTI-DISCRIMINATION: Contractor agrees to comply with all applicable Federal and California laws relating to discrimination against employees because of race, color, ancestry, national origin, or religious creed including, but not limited to the California Fair Employment

Practice Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, Contractor agrees to require like compliance by all its subcontractor(s).

35. DISABLED VETERAN BUSINESS ENTERPRISES: This Project has a Disabled Veteran Business Enterprise (“**DVBE**”) participation requirement of three percent (3%). Contractor must document its DVBE compliance by completing the DVBE Participation Form set forth as Exhibit “H.”

36. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Project until it has provided to the Judicial Council in a form acceptable to the Judicial Council, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the Judicial Council.

37. CONTRACTOR’S INSURANCE: Contractor shall, during the terms of this Contract, maintain insurance in accordance with the requirements of Exhibit “D” of this Contract which is attached hereto and incorporated herein, with insurance company or companies that are rated “A-VII” or higher by A. M. Best’s key rating guide, and are approved to do business in the State of California. If self-insured, Contractor agrees to administer its self-insurance program in a commercially reasonable manner so as to ensure the availability of funds to cover losses required to be insured against by Contractor under the terms of this section and Exhibit “D.”

38. WARRANTY: In addition to any warranties provided by a manufacturer of any material or good supplied in furtherance of the Project, Contractor guarantees and warrants all labor and material used in the performance of this Contract for a period of two years from the date of the Judicial Council’s recordation of a Notice of Completion for the Project, and at the Judicial Council’s sole option, Contractor shall either repair or replace any and all of that work that may be defective in workmanship and/or materials, without expense whatsoever to the Judicial Council, together with any other work, that may be displaced in so doing. In the event of failure of Contractor to commence and pursue with diligence said replacements or repairs within 10 days after being notified in writing, Contractor hereby acknowledges and agrees that the Judicial Council is authorized to proceed to have the work replaced or repaired and made good at expense of Contractor who hereby agrees to reimburse the Judicial Council for any costs incurred by the Judicial Council with respect to repairing or replacing the work.

39. SUBCONTRACTORS:

39.1. Although the Judicial Council is not bound by the Public Contract Code for trial court construction, the Judicial Council hereby specifically incorporates the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) (“**Subcontractor Listing Law**”) into this Contract. The Judicial Council intends to fully enforce the provisions of the Subcontractor Listing Law, including, specifically sections 4109 and 4110. Accordingly, Contractor Judicial Council shall adhere to the rules governing subcontracting as set forth in Public Contract Code section 4100 et seq. Subcontractor substitutions shall be in accordance with provisions of the Subcontractor Listing Law. Violations of the Subcontractor Listing Law by the Contractor may subject the Contractor to

penalties and disciplinary action as provided by in the Subcontractor Listing Law. Contractor is prohibited from replacing or otherwise substituting subcontractors who were listed on the Designated Subcontractors List submitted with Contractor's proposal without following the procedures set forth in the Subcontractor Listing Law. An agreement made in violation of this section shall confer no rights on any party and shall be null and void.

- 39.2. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the Judicial Council for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself.
- 39.3. At the request of the Judicial Council, the Contractor shall provide documentation that its subcontractors meet the required qualifications set forth in the Contract with respect to that subcontractor's work. If requested by the Judicial Council, the Contractor shall provide copies of all Contractor's agreements with its subcontractors to the Judicial Council. The Judicial Council's review of subcontracts shall in no way relieve the Contractor of any of its responsibilities and obligations under this Contract.
- 39.4. Contractor shall, in the course of the work, engage only subcontractors and employees who possess, and will maintain in good standing during the performance of the Services, valid and applicable licenses where the State of California or this Contract requires that the work to be performed by that subcontractor or employee must be performed by a licensed person or entity
- 39.5. Contractor expressly acknowledges that its Subcontractors are not third party beneficiaries of this Contract. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the Judicial Council. No contractual relationship exists between the Judicial Council and any subcontractor, supplier, or sub-subcontractor by reason of this Contract.
- 39.6. Contractor shall be responsible for all work performed under the Contract. All persons engaged in the work of the Project are the responsibility and under the control of the Contractor. Contractor shall give personal attention to fulfillment of the Contract and shall keep the work under the Contractor's control.

40. ARCHITECT AUTHORITY. The Judicial Council's architect for the Project will have authority to order minor changes in the work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order.

41. TESTING AND INSPECTIONS. The Judicial Council will select an independent testing laboratory to conduct the tests. The Contractor shall notify the Judicial Council's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract

Documents, that must by terms of the Contract Documents be tested, in order that the Judicial Council may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that must be tested. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed required testing and inspection or prior to the receipt of notice from the representative that testing and inspection will not be required, shall not be incorporated into and/or onto the Project. The Judicial Council will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the Judicial Council and reimbursed by the Contractor or deducted from the Contract Price.

42. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the work for the Project except to the extent allowed by law.

43. COMPLIANCE WITH LAWS: Contractor shall provide all notices and comply with all laws, ordinance, rules, and regulations bearing on conduct of the work for the Project. If Contractor observes that any of the work required by this Contract is at variance with any laws, ordinance, rules or regulations, Contractor must notify the Judicial Council, in writing, and, at the sole option of the Judicial Council, any necessary changes to the scope of the Project shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the Judicial Council. If Contractor performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the Judicial Council of the violation, Contractor shall bear all costs arising therefrom.

44. DISPUTES: In the event of a dispute between the parties as to performance of the work for the Project, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties will attempt to resolve the dispute through mediation. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the work for the Project.

45. CERTIFIED PAYROLL RECORDS: Contractor and its subcontractor(s) must keep accurate certified payroll records of employees and make them available to the Judicial Council immediately upon request.

46. LABOR CODE REQUIREMENTS:

- 46.1. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 - 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the Judicial Council. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with section 1720, and including section 1735 forbidding discrimination, section 1776 pertaining to payroll records, and sections 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of

the right to bid on or receive public works contracts.

- 46.2. The Contractor and all subcontractors shall pay all workers on work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council's principal office. Prevailing wage rates are also available from the Judicial Council or on the internet at (<http://www.dir.ca.gov>).
- 46.3. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:
- “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.”
- 46.4. Contractor shall, and shall ensure that all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Contractor represents to the Judicial Council that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this work is a public work to which Labor Code section 1771 applies.
- 46.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the project.
- 46.6. Unless otherwise provided in this Agreement, the Contractor shall provide and pay

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for all 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. Materials, articles, and equipment furnished by the Contractor for incorporation into the work shall be new unless otherwise specified in the Agreement.

- 46.7. Workers are limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week except that pursuant to Labor Code Section 1815, any work performed in excess of 8 hours per day and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. Pursuant to Labor Code section 1813, the Contractor shall pay the Judicial Council Twenty-Five Dollars (\$25) as a penalty for each worker for each calendar day worked in violation of the above limitations and restrictions.
- 46.8. The Contractor shall comply with the provisions of the Labor Code including sections 1770 to 1780, inclusive and specifically Section 1775. In accordance with Section 1775, the Contractor shall forfeit to the Judicial Council the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the Judicial Council, for the work or craft in which that worker is employed for any work done under contract by Contractor or by any subcontractor.
- (a) The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Contractor or subcontractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.
 - (b) The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Contractor or subcontractor has been assessed penalties within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (c) The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Contractor or subcontractor willfully violated Labor Code section 1775.
 - (d) The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or subcontractor.
- 46.9. Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the

minimum rates set. No extra compensation whatsoever will be allowed by the Judicial Council due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing its proposal.

- 46.10. If it becomes necessary to employ a craft, classification or type of worker other than those listed on-line at www.dir.ca.gov/oprl/DPreWageDetermination.htm, the Contractor shall contact the Division of Labor Statistics and Research to find the appropriate prevailing wage determination. If the Division of Labor Statistics and Research is unable to identify a determination that is applicable, the Contractor shall notify the Court immediately, and the Court will request a special determination from the Division of Labor Statistics and Research. The rate thus determined shall be applicable from the commencement of the project.
- 46.11. The Contractor and each subcontractor shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the Judicial Council, the Contractor's and subcontractor's certified payroll records shall be furnished within ten (10) days. The Contractor's and subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor.
- 46.12. Contractor shall pay travel and subsistence payments to persons required to execute the work as travel and subsistence payments are defined in applicable collective bargaining agreements filed with the Department of Industrial Relations, pursuant to Labor Code, Sections 1773.1 and 1773.9.
- 46.13. Contractor acknowledges and agrees that, if this Agreement involves a dollar amount or any other threshold, if any, greater than those specified in Labor Code section 1777.5, then this Agreement is governed by the provisions of Labor Code section 1777.5. It shall be the responsibility of Contractor to ensure compliance with Labor Code section 1777.5 for all apprenticeship occupations. If Labor Code section 1777.5 applies, then:

Contractor shall only employ properly registered apprentices in the execution of the Work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work.

- 47. REGIONAL NOTIFICATION CENTER:** Pursuant to Government Code section 4216 et. seq., the Contractor, except in an emergency, shall contact the appropriate regional notification

center in accordance with the time provisions in the statute prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the Judicial Council, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any subcontractor and the Contractor has given the Judicial Council the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract time.

48. EXISTING UTILITY LINES: Pursuant to Government Code section 4215, Judicial Council assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Project site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the plans and specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of Judicial Council or the owner of a utility to provide for removal or relocation of such utility facilities.

Locations of existing utilities provided by Judicial Council shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. Judicial Council shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment necessarily idle during such work.

No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the work. Nothing in this provision shall be deemed to require Judicial Council to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Project site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Project site.

If Contractor, while performing work under this Contract, discovers utility facilities not identified by Judicial Council in the plans and specifications, Contractor shall immediately notify the Judicial Council and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the Judicial Council shall be borne by the Contractor.

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the Judicial Council pursuant to these provisions is to allow the Judicial Council an opportunity to investigate the condition(s) so that the Judicial Council shall have the opportunity to decide how the Judicial Council desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the Judicial Council in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

49. NO SIGNS: Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Project site, fences trailers, offices, or elsewhere on the Project site without specific prior written approval of the Project Manager.

50. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California.

51. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

52. JUDICIAL COUNCIL: Judicial Council's waiver of any term, condition, covenant or waiver of a breach of any term, condition, or covenant shall not constitute the waiver of any other term, condition, or covenant or the waiver of a breach of any other term, condition, or covenant.

53. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

54. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

55. NOTICE:

All notices to the Judicial Council under this Contract shall be given as follows:
All notices and correspondence to the Judicial Council must reference the Contract number.

To the Judicial Council:

Judicial Council of California
Attn: Tim O'Connor, Project Manager
Real Estate and Facilities Management
Operations and Programs Division
2860 Gateway Oaks Drive, Suite 400,
Sacramento, CA 95833-4336
Phone: (916) 263-6694

In addition, all notices relating to an alleged breach or default by the Judicial Council must also be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attn: Manager, Contracts

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455 Golden Gate Avenue
San Francisco, CA 94102-3688
Phone: 415-865-7989

All notices to the Contractor under this Contract shall be given as follows:

To the Contractor:

Attn: _____
_____, CA 9_____
Phone: _____

EXHIBIT “C”

SCOPE OF WORK

PROJECT DESCRIPTION:

Attached hereto are documents describing the “*Edmund D. Edelman Children’s Court, Monterey Park, CA – Phase 1 of the EIFS Exterior Wall Replacement – RFP Number: FS-2017-18-BD;*” including the Project Manual which contains the plans and specifications (Attachment 1 to the RFP) and Addendum 1, date August 15th, 2017. These documents describe the Scope of Work and the Project.

In addition, the following Plans and drawings, prepared by Simpson Gumpertz & Heger Inc., dated July 20, 2016, are incorporated herein by this reference:

<u>Sheet number</u>	<u>File number</u>	<u>Description</u>
A0.00	158008.01	Title Sheet and General Notes
A0.01	158008.01	Phasing Plans and Notes (this is a new drawing.
A1.00	158008.01	Site Plan (For Reference Only)
A1.01	158008.01	Composite Plan
D2.01	158008.01	Demolition North Elevation
D2.02	158008.01	Demolition East Elevation
D2.03	158008.01	Demolition South Elevation
D2.04	158008.01	Demolition West Elevation
A2.01	158008.01	North Elevation
A2.02	158008.01	East Elevation
A2.03	158008.01	South Elevation
A2.04	158008.01	West Elevation
A2.11	158008.01	Partial Elevations
A2.12	158008.01	Partial Elevations
A2.13	158008.01	Partial Elevations
A3.01	158008.01	Exterior Wall Details
A3.02	158008.01	Exterior Wall Details
A3.03	158008.01	Exterior Wall Details
A3.04	158008.01	Exterior Wall Details
A3.05	158008.01	Exterior Wall Details
A3.06	158008.01	Exterior Wall Details

EXHIBIT “D”

PROJECT INSURANCE REQUIREMENTS

A.1 The Contractor shall, prior to commencement of any work on the Project, provide the Judicial Council certificates of insurance, on forms acceptable to the Judicial Council, as evidence that the required insurance, with specifications set forth in Section A.2, is in full force and effect. Where applicable, each certificate of insurance shall specifically provide verification that the Judicial Council has been added as an additional insured on the insurance policy being referenced, and must clearly indicate that the policy of insurance shall not be materially changed or cancelled without ninety (90) days prior notice to the Judicial Council. The originals of the Certificates of Insurance shall be addressed to the Judicial Council Contracting Official named in this Contract, with copies to the Project Manager.

All insurance policies required under this section A.1 shall be in force until the end of the term of this Contract or acceptance of the Project, whichever comes later. The completed operations insurance required under section A.2.1 shall extend for a period of three (3) years past the acceptance of the Project, termination of the Contract, whichever is later. If the required insurance expires during the term of the Contract, the Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance to the Judicial Council. Renewal insurance certificates must be tendered to the Judicial Council at least 10 days prior to the expiration of the previous insurance certificate.

A.1.1 The insurance required by sections A.2.1, A.2.2, and A.2.4 as well as any excess liability or umbrella liability insurance that the Contractor maintains in compliance with the terms of this section A.1 shall include the State of California; the Judicial Council of California; the County of Los Angeles; the Superior Court of California, County of Los Angeles; and their respective officers, consultants, representatives, agents and employees as additional insureds, but only with respect to liability arising out of the Work performed by the Contractor under this Contract.

A.1.2 The Contractor, and any insurer providing insurance required under the terms of this section A.1 shall waive any right of recovery it may have against the State of California; the Judicial Council of California; the County of Los Angeles; and the Superior Court of California, County of Los Angeles; and their respective officers, consultants, representatives, agents and employees loss or damage to the Work, or for any liability arising out of any work performed by the Contractor under this Contract.

A.1.3 The insurance policies required under this section A.1 shall contain a provision that coverage will not be materially changed or cancelled without ninety (90) days prior written notice to the Judicial Council.

A.1.4 The Contractor shall be responsible for and may not recover from the Judicial Council any deductible or self-insured retention that is connected to the insurance required under this section A.1.

A.1.5 In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the Judicial Council may, in addition to any other remedies it may have, declare the contract to be in breach and withhold all progress payments and retentions until the breach is cured, or terminate this Contract upon the occurrence of such event, subject to the

provisions of this Contract.

A.1.6 Any insurance required under this section A.1 shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the State of California; the Judicial Council of California; the County of Los Angeles; and the Superior Court of California, County of Los Angeles.

A.1.7 The Judicial Council reserves the right to request certified copies of any of the insurance policies required under this section A.1

A.2 Specific Insurance Requirements: Prior to the commencement of any work for the Project, Contractor shall furnish to the Judicial Council evidence of insurance as follows:

A.2.1 Commercial Liability Insurance (and if required Excess Liability or Umbrella Liability insurance) written on an occurrence form covering the Contractor and the Judicial Council with limits of liability of not less than \$2,000,000 per occurrence combined single limit and a \$2,000,000 per location annual aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusion for property damage resulting from explosion, collapse, or underground hazard. The products and completed operation liability coverage shall extend for a period of not less than three (3) years past the acceptance of the Project, or termination of the Contract, whichever is later. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability.

A.2.2 Commercial Automobile Liability: If one or more automobiles is used in the performance of the Services, Commercial Automobile Liability insurance covering liability arising out of the operation, use, loading, or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Services, with limits of not less than \$1,000,000 combined single limit per accident.

A.2.3 Workers' Compensation: Statutory workers' compensation insurance for all of the Contractor's employees who will be engaged in the performance of any work under this Contract including special coverage extensions where applicable and employer's liability with limits not less than \$1,000,000 for each accident \$1,000,000 as the aggregate disease policy limit, \$1,000,000 as the disease limit for each employee.

A.2.4 Builders Risk/Installation Coverage: Builder's Risk or Installation Insurance that covers the work to be performed under this Contract for direct physical loss or damage while in the course of transportation, erection, installation and completion with limits of liability equal to the final completed value of the Project.

EXHIBIT “E”

PREVAILING WAGE CERTIFICATION

Judicial Council Project Name/Number: Phase 1 of the EIFS Exterior Wall Replacement Project for Edmund D. Edelman Children’ Courthouse

I hereby certify that I will comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000) with respect to this Project, including, Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with section 1720, and including sections 1735, 1777.5 and 1777.6, forbidding discrimination, and sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by contractor or subcontractors.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "F"

WORKERS' COMPENSATION CERTIFICATION

Judicial Council Project Name/Number: Phase 1 of the EIFS Exterior Wall Replacement Project for Edmund Edelman Children's Courthouse.

Labor Code section 3700 in relevant part provides:

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

a. By being insured against liability to pay compensation by 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.

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

EXHIBIT “G”

**ASBESTOS, LEAD-BASED PAINT AND OTHER HAZARDOUS MATERIALS
CERTIFICATION**

Judicial Council Project Name/Number: Phase 1 of the EIFS Exterior Wall Replacement Project for Edmund D. Edelman Children’s Courthouse.

Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), lead-based paint or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“Hazardous Material”), was furnished, installed, or incorporated in any way into the work for the Project, or in any tools, devices, clothing, or equipment used to affect any portion of the Project.

Contractor further certifies that it instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities prior to the commencement of work on the project.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is a Hazardous Material shall Judicial Council be settled by electron microscopy or other appropriate and recognized testing procedure, at the Judicial Council’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be a Hazardous Material.

All work or materials found to be a Hazardous Material or work or material installed with equipment containing a Hazardous Material will be immediately rejected and this work will be removed at Contractor's expense at no additional cost to the Judicial Council.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “H”

DVBE PARTICIPATION FORM

Firm Name: _____

RFP Project Title: **Ed Edelman Children’s Court – Phase 1 of the EIFS Exterior Wall Replacement**

RFP Number: **FS-2017-18-BD**

This Project has a DVBE participation goal of three percent (3%) (DVBE Participation Goal). The CMR must document its DVBE compliance with the DVBE Project Goal by completing the DVBE Participation Form.

Complete Parts A & B

“Contractor’s Tier” is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

DVBE PARTICIPATION FORM - PART A – COMPLIANCE WITH DVBE FIRM

Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Amount: DVBE _____%

SUBCONTRACTORS/SUB-SUBCONTRACTORS/PROPOSERS/SUPPLIERS

1. Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Amount: DVBE _____%

2. Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Contract Amount DVBE _____%

3. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: _____ DVBE \$ _____

Percentage of Total Contract Amount DVBE _____%

GRAND TOTAL: DVBE _____%

I hereby certify that the Contract Price, as defined herein, is the amount of \$_____. I understand that the Contract Price is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Name of Firm</i>	
<i>Signature of Person Signing for Firm</i>	
<i>Name (printed) of Person Signing for</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

DVBE PARTICIPATION FORM - PART B – CERTIFICATION

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in California Code of Regulations, Title 2, section 1896.61, and Military and Veterans Code, section 999.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Name of Firm:</i>	
<i>Signature of Person Signing for Firm</i>	
<i>Name (printed) of Person Signing for Firm</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

End of DVBE Participation Form

EXHIBIT ‘I’



JUDICIAL COUNCIL
OF CALIFORNIA



Internal Background Check Policy

Security Operations’ Contractor Clearance Program

Title: Background Checks for Contractors Working on the Judicial Council’s Behalf in Restricted Areas

Contact: Security Operations (SO) unit

Policy Statement: Judicial Council staff must adhere to this policy and related procedures to comply with the Federal Bureau of Investigation (FBI) security policy for personnel who have access to criminal justice information and the California Department of Justice (CA DOJ) regulations for the California Law Enforcement Telecommunications System (CLETS).

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WHO MUST COMPLY WITH THIS POLICY?

This policy applies to:

- Judicial Council (council) divisions, offices, and/or units that contract for non-council employees to work on the council's behalf;
- Council staff who work with those individuals (for example, the project managers); and
- Council staff who work on any contracts or agreements that provide for non-council employees to perform work on the council's behalf.

WHAT IS THE POLICY?

Council staff must do all of the following:

1. Ensure that each "Contractor" is fingerprinted, evaluated, and badged *before* he or she is allowed unescorted access to a "Restricted Area." A person who has not met these requirements may only enter a Restricted Area during an "Emergency Situation" and:
 - a. must be escorted at ALL times by someone who has met these requirements; or
 - b. must be found suitable for unescorted access to Restricted Areas by the court, in compliance with FBI *Criminal Justice Information Services Security Policy* and CA DOJ regulations for CLETS found in *CLETS Policies, Practices and Procedures*.
2. Adhere to the SO procedure for background check services, which is referenced at the end of this policy under Additional Resources.
3. Ensure that contracts, agreements, and related documents do not contradict or counteract this policy or the related SO procedure.

Definition of Contractor

For the purposes of this policy and related SO services, any person who either contracts with the council or is employed through a third party who contracts with the council *who provides services* under that contract at a court or the California Court Technology Center (CCTC).

This excludes contractors and agencies who do not receive payment for services from the council. It also excludes employees of entities that are able to do fingerprint-based background checks that are submitted to the CA DOJ. Those entities are responsible for performing their own background checks of their employees. SO only provides background checks to employees of private contractors who cannot do fingerprint-based background checks that are submitted to the CA DOJ (as commercially-available searches will not suffice).

Definition of Restricted Area

For the purposes of this policy, any area of either the CCTC or a court facility which:

1. contains a means to connect to FBI and CA DOJ criminal databases via CLETS; *or*
2. contains any records or information (transported, processed, or stored in physical or electronic format) that were obtained via CLETS.

The definition of Restricted Area also applies to electronic access to network and computing components where CLETS data is transported or stored in a physical or electronic format.

Definition of Emergency Situation

For the purposes of this policy, any condition arising from a sudden or unexpected occurrence in which prompt services are needed to *avoid or minimize* the impact on the CCTC, court facility, or the council staff's ability to do the following:

- Ensure the safety and security of people occupying and visiting the facility;
- Conduct business in a timely manner in a safe and functional environment;
- Preserve the facility; and
- Protect files, records, and documents located in the facility.

Visitors to the CCTC or the non-public areas of a court facility are not required to undergo a background and fingerprint check. They must, however, be escorted at ALL times.

WHAT IS THE PURPOSE OF THIS POLICY?

The council retains contractors to do work on its behalf or on behalf of courts, and these contractors are often located in the courts. Many if not all courts subscribe to CLETS service from the CA DOJ and have CLETS terminals, records, and information in their facilities, as does the CCTC.¹

There are strict regulations regarding access to CLETS. Government Code sections 15150–15167 establish the CA DOJ's responsibility for maintenance of the system. The CA DOJ publishes a *CLETS Policies, Practices, and Procedures* document that specifies, among other things, the fingerprint and background check requirements for access to CLETS-provided information. Entities that subscribe to CLETS service from the CA DOJ are responsible for their compliance. Also, FBI security policy addresses personnel who have access to criminal justice information. Screening requirements are outlined in the FBI's *Criminal Justice Information Services Security Policy*.

As a service to the courts and as a precaution, council's staff have implemented a policy of conducting CLETS-level background checks for any of its contractors who would be working in Restricted Areas.² The council's Executive Office delegated to SO oversight of background checks for non-council employees working under contract with the council in Restricted Areas. SO worked with the CA DOJ and several council offices to define Restricted Areas, establish a

¹ Depending on the type and location of their work, contractors may be subject to additional requirements, which will be specified by the Judicial Council's Agency CLETS Coordinator (ACC) who can be reached at Nicole.Rosa@jud.ca.gov.

² The Court retains authority over access to its facility and this policy does not supersede the Court's responsibility, if a CLETS Subscribing Agency, to comply with FBI's *Criminal Justice Information Services Security Policy* and CA DOJ's *CLETS Policies, Practices and Procedures*.

procedure for providing related services, and identify the evaluation criteria that are listed in this policy.

WHAT IS THE APPLICATION PROCESS?

Council staff are responsible for requesting SO's services when needed. As part of the initial set-up process, they will be required to provide SO the following:

- A project code for chargeback of CA DOJ billing costs;
- A designated council contact; and
- A designated Contractor contact, as applicable.

SO and the council's Human Resources (HR) office share a single Originating Agency Identifier (ORI) number. HR receives the CA DOJ invoices and uses the project code that council staff provide to do chargebacks for the cost of the Contractor background checks.

SO will send the SO procedure to the designated council contact and Contractor contact, as applicable. The council contact and Contractor contact are responsible for explaining the restrictions to the "Applicants." They are also responsible for providing SO with the following.

- A background check authorization signed by the Applicant;
- A completed badge form, authorized by the council project manager; and
- A digital photograph of the Applicant that meets the requirements on the badge form.

SO will send the council contact or Contractor contact an "Applicant Packet" with the appropriate instructions and forms. The forms are prefilled with the council routing and billing information. The council contact or the Contractor contact gives the Applicant the paperwork so he or she can be fingerprinted. The Applicant should fingerprint within two weeks. It usually takes two weeks to three months for the CA DOJ to provide the background check results. Delays sometimes occur due to poor fingerprint quality, criminal information hits, or erroneous information submitted on the fingerprint transaction. SO will provide the council contact and Contractor contact with information about how Applicants can check the status of their submissions with the CA DOJ.

WHAT ARE THE EVALUATION CRITERIA?

SO will review the results using the following evaluation criteria, which comply with FBI and CA DOJ regulations. Applicants are not suitable for unescorted access to a Restricted Area if an Applicant's background check reveals any of the following:

1. A felony conviction of any kind or felony charge pending court disposition (that includes arrest warrant for a felony charge); or
2. Any misdemeanor conviction *or* charge pending court disposition involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, gang activity, drugs (excluding certain misdemeanor marijuana convictions more than two years from the date

of such conviction, as specified in California Labor Code section 432.8), or moral turpitude.

Crimes of moral turpitude (that are not already described in the criteria above) include:

- Assaultive crimes involving false imprisonment, discharging a firearm, and shooting at an inhabited dwelling.
- Drug crimes involving maintaining a drug house, possessing heroin for sale, possessing marijuana for sale, selling drugs, and transporting a controlled substance.
- Escape crimes involving escape with or without violence and evading a peace officer.
- Property crimes involving arson, forgery, and receiving stolen property.
- Sex crimes involving indecent exposure, lewd acts on a child, pimping and pandering, and rape.
- Weapon crimes involving possessing or conspiring to possess an illegal firearm and possessing a deadly weapon with intent to assault.
- Other crimes involving bribery, extortion, kidnapping, perjury, and terrorist threat.

The following will be reviewed on an individual basis to determine suitability for unescorted access to a Restricted Area:

1. Misdemeanor convictions greater than 10 years old;
2. Felony or misdemeanor arrests without conviction and/or misdemeanor convictions, within the last 10 years that, when taken in total, establish reasonable doubt about the Contractor's suitability for access; or
3. Outstanding arrest warrants indicating possible fugitive status.

WHAT IS THE EVALUATION PROCESS?

Because the council qualifies as an Applicant Agency under California law, it receives the criminal record results electronically from the CA DOJ. SO follows the CA DOJ instructions to keep the information secure. It cannot share the criminal record result information.

Applicants Suitable for Unescorted Access to Restricted Areas

If an Applicant is suitable for unescorted access per the evaluation criteria, SO will notify the council contact(s) and Contractor contact(s), as applicable. SO will delete the criminal record results.

If not already submitted, the council contact or Contractor contact must provide SO with the Applicant's completed badge form and digital photograph. These will be used for badge purposes only. The digital photograph must meet the requirements on the badge request. If not already submitted, SO must also have the council project manager's authorization for a badge, via a signed badge form or e-mail approval.

SO will forward the Contractor's badge to the council contact or Contractor contact for distribution. The Contractor must wear the badge in a visible location at all times while in a Restricted Area, as visual confirmation that he or she is suitable for unescorted access.

Applicants Not Suitable for Unescorted Access to Restricted Areas

If an Applicant is not suitable per the evaluation criteria, SO will notify the council contact(s) and Contractor contact(s), as applicable, that the Applicant is not suitable for unescorted access to a Restricted Area. SO will mail the relevant criminal record results to the Applicant at the address he or she listed on the Live Scan form, then delete the criminal record results.

If the Applicant believes that the criminal record results contained an error, he or she must contact the CA DOJ's California Justice Information Services Division at 916-227-3849 to obtain information on how to correct the record. Information on this process is also available at the Office of the Attorney General's website at http://oag.ca.gov/fingerprints/security_faq.

SO must submit a No Longer Interested (NLI) form to the CA DOJ so that it does not receive subsequent arrest notifications or dispositions on Applicants deemed not suitable. For this reason, if the Applicant's record is corrected and the council project manager wants SO to re-evaluate, the Applicant will have to be re-fingerprinted.

Subsequent Arrests

After SO receives criminal record results, it automatically gets subsequent arrest notifications and dispositions. SO will continue to get this information until it submits a NLI form to the CA DOJ.

If SO is notified of a Contractor's arrest, it may reevaluate the person's suitability for unescorted access to Restricted Areas. SO reserves the right to change its determination of a person's suitability for unescorted access to Restricted Areas based on a subsequent arrest. If this occurs, SO will notify the council contact(s) and Contractor contact(s), as applicable, and request that the Contractor's badge be returned, that unescorted access to a Restricted Area be discontinued, and that the Contractor's last-known address be provided. SO will mail the relevant criminal record results to the Contractor at that address, delete the criminal record results, and send an NLI.

Requests for Exceptions

Exceptions are rarely considered because the evaluation criteria implement mandatory FBI and CA DOJ regulations. If an Applicant receives notice that he or she is not suitable for access to Restricted Areas, the Contractor contact may ask the council project manager to request an exception from SO. The request must be in writing. It must include the Applicant's name and reason for the request. The Applicant will have to be re-fingerprinted. SO will send the Contractor contact a new Applicant Packet.

Before refingerprinting, the Applicant may want to consider options for cleaning up his or her criminal record. One resource is the Online Self-Help Center located on the California Judicial Branch's website at www.courts.ca.gov (specifically, the *Figuring out your options* section under *Cleaning Your Criminal Record*).

Once SO receives the criminal record results electronically from the CA DOJ, the SO supervisor will evaluate the results and notify the council project manager, council contact(s), and Contractor contact(s) of the decision.

WHAT IS THE BADGING PROCESS?

Badge Issuance

SO issues badges to Applicants suitable for unescorted access to restricted areas. These green badges help identify Contractors who have been deemed suitable by SO for unescorted access to Restricted Areas. The badges do not provide any special privileges to Contractors (for example, bypassing entrance security screening). They do not allow access to secured council facilities.

The badges that allow access to the council buildings are part of a separate SO program. Council building access is only granted to people who will work in the building regularly, and it must be applied for in person. The council contact or designee may escort the Contractor to the SO Badge Room to complete the required form and have a photograph taken.

Badge Replacement

SO replaces lost, stolen, and damaged badges. The council contact or Contractor contact must notify SO when a replacement is needed.

Badge Return

When an approved Applicant is no longer employed by the Contractor company or is reassigned so that he or she no longer needs unescorted access to a Restricted Area, the following must happen. The council contact or Contractor contact must promptly inform SO, collect the Contractor's badge, and return it to SO. SO must fax or mail an NLI form to the CA DOJ so that it does not receive subsequent arrest notifications or subsequent arrest dispositions.

QUESTIONS AND COMPLAINTS

SO communicates directly with the council contact or Contractor contact only. Any questions or complaints should be routed to the council contact or Contractor contact (for example, questions or complaints relating to the retention, day-to-day management, or termination of Contractors).

ADDITIONAL RESOURCES

Council staff may contact SO for current versions of the following documents:

- Memo to contacts summarizing SO procedure
- Contractor Background Check Authorization
- Contractor Badge Information/Authorization

REFERENCES

- California Government Code sections 15150–15167
- Federal Bureau of Investigation *Criminal Justice Information Services Security Policy*
- California Department of Justice *CLETS Policies, Practices, and Procedures*
- Office of the Attorney General's website at http://oag.ca.gov/fingerprints/security_faq

EXHIBIT “J”

Real Estate and Facilities Management
1400.00 Security

1403.00 Tool Control Policy
August 4, 2015



1403.00 Tool Control Policy

AUGUST 4, 2015



**JUDICIAL COUNCIL
OF CALIFORNIA**

ADMINISTRATIVE DIVISION
REAL ESTATE AND FACILITIES MANAGEMENT

Real Estate and Facilities Management
 1400.00 Security

1403.00 Tool Control Policy
 August 4, 2015

AOC Tool Control Policy

Revision Management

Responsible Office: OCCM/FMU/Operations	File Location: G:\OCCM\OCCM Process Manual
Author: Ken Kachold	Approved by: Gerald Pfab, FMU Senior Manager
Process Owner: Regional Manager	
Review Cycle: Annually	
Pegasus Recommendation(s) or Procedure addressed: N/A	

Revision	Description	Date	Revised by:
1.0	Initial Draft	10/01/2009	Sharon Mackarness
1.1	Addition to "Policy" section	10/26/2009	K. Kachold/F. Stetson
1.2	Update w/OREFM, Annual Review completed	08/16/2013	K. Kachold/S. Mackarness
1.3	Reviewed: no changes	08/04/2015	K. Kachold

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AOC Tool Control Policy

1.0 Authority

The procedure supports the followings California law, administrative procedure, rule of court, or AOC policy:

In-Custody Holding Areas: It is the policy of the Facilities Management Unit to control all tools, supplies, materials, parts, and equipment necessary to complete Facilities Services work in In-Custody Holding areas. This control will be achieved through implementation of the procedures and documentation below and will be reinforced through periodic evaluation.

All other areas: This policy applies equally to all other areas in which Court or Court-related or supported functions are conducted. These areas include but are not limited to conference rooms, secured Court staff areas, parking lots, administrative areas, hallways, conveyances, restrooms, and building infrastructure control rooms. Control in these areas shall be achieved to the greatest extent possible through an emphasis on awareness, vigilance, and on-the-spot remediation of deficiencies in property control and accountability.

Acceptance of employment in the Court environment in general implies a thorough understanding of the physical security risks involved when tools, supplies, materials, parts, and equipment are not properly controlled. Facilities Management Unit staff and outsourced service providers at all levels are responsible to support this policy through education and direct action. Failure to apply the fundamentals of this policy through action or inaction can result in property damage, and/or personal injury to anyone in the Court environment and can lead to appropriate action, up to and including the suspension of granted access rights to state courts

2.0 Scope

The Facilities Management Unit is responsible for Facilities Services throughout In-Custody Holding areas. Successful provision of services requires technical personnel to access and operate in these areas and to bring all the tools, supplies, materials, parts, and equipment necessary to complete their work. Due to the unique nature of the environment, there is an extremely high risk that any of these items, if not properly controlled, will result in property damage, and/or personal injury to those who operate and occupy the areas, and to others who may in the course of normal operations, enter these areas.

3.0 Purpose

Eliminate risks of property damage, and/or personal injury to those who operate and occupy In-Custody Holding areas, and to others who may in the course of normal operations, enter these areas.

4.0 Definitions

TERM	DEFINITION
AOC	Administrative Office of the Courts
In-Custody Holding Areas	Areas where people who are "in-custody" by authorities are kept prior to and following their court appearance

5.0 Process Steps

This section contains the description of the process steps in this procedure.

5.1 Procedure:

There are three basic phases in the accomplishment of Facilities Services in In-Custody Holding areas.

- 5.1.1 **Pre-entry:** The basic activities in this phase include planning, scheduling, and coordination with In-Custody operational personnel, and assembly of tools, supplies, materials, parts, and equipment necessary to complete the work. This includes travel to the job site, arrival, and formal notification to In-Custody operational personnel that all preparations for work are completed. Establishment of positive control of tools, supplies, materials, parts, and equipment is accomplished.
- 5.1.2 **In Place:** This phase includes activities carried out while inside the controlled In-Custody Holding areas. There shall be no intermediate exit/re-entry.
- 5.1.3 **Exit.** In this phase, technicians have completed all work and are outside the controlled In-Custody Holding areas. Technicians inform In-Custody operational personnel of the job status, report any unusual circumstances, and complete necessary documentation to validate and record control of tools, supplies, materials, parts, and equipment.

5.2 Minimal Operational Requirements:

Proper control of tools, supplies, materials, parts, and equipment is achieved through inventory and documentation activities at each of the three phases as described above. Personnel must be vigilant to ensure:

- 5.2.1 Careful determination and inventory of what is needed in the Pre-entry phase.
- 5.2.2 Strict limitation on what is brought into the In-Place phase, to the minimum required property as shown on the Pre-Entry inventory.
- 5.2.3 Validating that the same property is removed during the Exit phase.
- 5.2.4 Accuracy and thoroughness in completing required documentation.

5.3 Documentation:

In order to record the actions required in the Minimal Operational Requirements, a simple localized form shall be developed and used at each occurrence of the procedure above.

- 5.3.1 The form shall allow for recording of the date, place, and time of the inventory of property in the Pre-entry Phase and shall have a place to record the signatures of both the technician, (or lead technician), and the In-Custody operational personnel.

- 5.3.2 The form shall allow for recording of the inventory of property in the Exit Phase and shall have a place to record the date, place, and time, and signatures of both the technician, (or lead technician), and the In-Custody operational personnel.
- 5.3.3 If, during the Exit phase, it is discovered that one or more items shown on the Pre-entry inventory are missing, Facilities Services personnel shall immediately report the condition to the In-Custody operational personnel, remain at the job site, and comply with all direction as provided by the In-Custody operational personnel to resolve the deficiency. Regardless of the results of the effort to reconcile "Pre-Entry property inventories" to "Exit property inventories", Facilities Services personnel shall record the details of the event on the form.
- 5.3.4 Retain completed forms for at least 90 days at each site.

5.4 Compliance:

Compliance with this policy is demonstrated with existence of written site specific guides, and existence and proper use of the required inventory forms.

5.5 Site Specific Requirements:

Because there are a very wide range of physical layouts, sizes, assignment of In-Custody operational personnel, Facilities Services resources, and In-Custody operating schedules and procedures, local Facilities Services management shall establish written site specific guides and procedures, but at a minimum must include a form to record the date, place, and time of inventories and validation signatures as shown in the Documentation section above.

5.6 Site Specific Options:

Decisions on whether or not to establish dedicated tool cribs, shadow boards, containers, property marking, lost/found property guidance or other control measures for tools, supplies, materials, parts, and equipment in support of general Facilities Services operations are local, and as such are outside the provisions of this policy. Such provisions shall not in any way take precedence over, or in any other manner interfere with, the requirements of this policy.

5.7 Exemption:

The procedures and documentation in this policy is not required when Facilities Services personnel are sworn peace officers and also serve in the capacity of In-Custody operational personnel.

5.8 Periodic Evaluation:

AOC personnel shall evaluate compliance with this policy upon random inspection of completed forms and also through random observation of the full cycle of the Pre-entry, In Place, and Exit phases of an occurrence.

Real Estate and Facilities Management
1400.00 Security

1403.00 Tool Control Policy
August 4, 2015

6.0 Process Completion Steps and Next Steps

The completion of work and a reconciled inventory of tools used during work.

7.0 Non-Formalized Processes

None at this time

8.0 Decision Making Authority

Follows the FMU organizational hierarchy

9.0 Dispute Resolution

10.0 Follows the FMU organizational hierarchy

11.0 Process Performance Metrics

What is critical to the internal/external customer of this process, and how do you know?

What critical measurements define the quality of this process?

- Tool reconciliation on completion of work
- Accurate record keeping

RFP Title: Phase 1 of EIFS Exterior Wall
Replacement RFP Number: FS-2017-18-BD

ATTACHMENT 3

FORM FOR SUBMISSION OF QUESTIONS



**JUDICIAL COUNCIL
OF CALIFORNIA**

**ADMINISTRATIVE DIVISION
FACILITIES SERVICES**

Form for Vendor Submission of Questions
ATTACHMENT 3

Q #	Questions	RFQ Reference (Document & Page-Section-Item)	Answers
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

RFP Title: Phase 1 of EIFS Exterior Wall
Replacement RFP Number: FS-2017-18-BD

ATTACHMENT 4

COST PROPOSAL FORM



**JUDICIAL COUNCIL
OF CALIFORNIA**

ADMINISTRATIVE DIVISION
FACILITIES SERVICES

ATTACHMENT 4

COST PROPOSAL FORM

PROJECT: Edmund D. Edelman Children’s Court – Phase 1 EIFS Exterior Wall Replacement
RFP Number: FS-2017-18-BD

To: Judicial Council of California

From: _____ (“Firm”)
(Proper Name of Firm)

The undersigned declares that it has read the RFP for the above-referenced Project and agrees and proposes to furnish all necessary labor, materials, and equipment for the Project at the location(s) for which it is proposing as specified below and is proposing to complete all work in accordance with the terms and conditions of the Agreement which is attached to the RFP including all exhibits to the Agreement (“Contract Documents”), including, without limitation, the plans and specification of the applicable Project at the location(s) for which the Firm is proposing (the “Work”) and will accept in full payment for that work the following total lump sum amount, all taxes included with respect to the Project at the specified location:

<i>TOTAL BASE BID For Edmund D. Edelman Children’s Courthouse Phase 1 EIFS Exterior Wall Replacement:</i>	\$ _____
_____ dollars	
UNIT COST FOR SCAFFOLDING TO REMAIN: Contractor to include a unit price to allow the Scaffolding to remain in place on a weekly basis	\$ _____
_____ dollars	

1. The undersigned has reviewed the Work outlined for the Project for which the Firm is submitting a proposal, and fully understands the scope of work required in this Proposal, and understands the construction and project management function(s) as described in the Contract Documents, and that each Firm who is awarded a contract shall be in fact a

ATTACHMENT 4

- prime contractor, not a subcontractor, to the Judicial Council, and agrees that its Proposal, if accepted by the Judicial Council, will be the basis for the Firm to enter into a contract with the Judicial Council in accordance with the intent of the Contract Documents.
2. The undersigned has notified the Judicial Council in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Judicial Council before bid date to verify the issuance of any clarifying Addenda or Revisions, if any.
 3. The undersigned agrees to commence Work on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.
 4. The liquidated damages clause of the Agreement is hereby acknowledged.
 5. It is understood that the Judicial Council reserves the right to reject this Proposal and that the Proposal shall remain open to acceptance and is irrevocable for a period of ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Judicial Council reserves the right to negotiate extensions to this period. In the event that the Firm with the highest scored Proposal refuses to execute a final contract for a Project within sixty (60) days of award, the Judicial Council reserves the right to award that Project to the Firm with the next highest scored proposal and execute a final contract with the Firm with the next highest scored proposal for that Project.
 6. The following documents are attached hereto:
 - The Designated Subcontractors List for this Project

Receipt and acceptance of the following addenda and revisions are hereby acknowledged:

7. Firm acknowledges that the license required for performance of the Work is a Class B California Contractor's license.
8. Firm acknowledges that it will be required to comply with the Background Check provisions set forth in Section 20. of the Agreement. All costs associated with escorting

ATTACHMENT 4

an unscreened employee (i.e. any employee who is not an Approved Person pursuant to the Background Check provision of the Agreement) shall be included in the Cost Proposal. The successful Firm will not receive additional compensation or reimbursement from the Judicial Council for any costs related to escorting. The Judicial Council will pay for the cost of the background check (e.g. LiveScan), however, the successful Firm will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs.

9. Firm acknowledges that in addition to any warranties provided by a manufacturer of any material or good supplied in furtherance of the Project, Contractor guarantees and warrants all labor and material used in the performance of this Contract for a period of **two (2) years** from the date of the Judicial Council's recordation of a Notice of Completion for the Project, and at the Judicial Council's sole option, Contractor shall either repair or replace any and all of that work that may be defective in workmanship and/or materials, without expense whatsoever to the Judicial Council, together with any other work, that may be displaced in so doing. In the event of failure of Contractor to commence and pursue with diligence said replacements or repairs within 10 days after being notified in writing, Contractor hereby acknowledges and agrees that the Judicial Council is authorized to proceed to have the work replaced or repaired and made good at expense of Contractor who hereby agrees to reimburse the Judicial Council for any costs incurred by the Judicial Council with respect to repairing or replacing the work.

10. Firm acknowledges that work will be taking place in an occupied court facility, the selected firm will be required to coordinate Work in such a way as to not disrupt court operations. Certain work will be required to be completed after hours or on weekends. It is estimated that approximately seventy percent (70%) of the performance of work may be completed during standard business hours, Monday to Friday, 7:00 am to 6 pm. However, when work will adversely affect Court proceedings, Judicial Council will require that that work be performed when the Court is not in session. The Firm should expect that approximately thirty percent (30%) of the work, but not limited to, will be required to be performed on a weekend (Saturdays and Sundays, 7 am to 6 pm) and/or after hours on business days (Monday to Friday, 6:00 pm to 1 am). The Project Manager will coordinate with the local jurisdiction and the selected Firm to establish the hours of work on a week-to-week basis. The Firm's Cost Proposal shall include all costs associated with limiting the work hours for the Project as set forth herein and the successful Firm will not be entitled to any additional compensation for performing work on the weekends, holidays or after-hours on business days.

ATTACHMENT 4

11. The undersigned hereby certifies that the Firm is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. The Firm represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. The Firm further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. The Firm expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
13. The Firm has completed the Acceptance of the Terms and Conditions Form, (Attachment 10) to the RFP. The Firm must check the appropriate box and sign the form. If the Firm marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**
14. The Firm expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the Judicial Council will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Firm may be subject to criminal prosecution.
15. The undersigned Firm certifies that it is at the time of submitting this Proposal and shall be throughout the period of the contract be licensed by the State of California to do the type of work required under the terms of the Contract Documents. The Firm further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

RFP Title: Phase 1 of EIFS Exterior Wall Replacement
RFP Number: FS-2017-18-BD

ATTACHMENT 4

Furthermore, the Firm hereby certifies to the Judicial Council that all representations, certifications, and statements made by the Firm, as set forth in this proposal, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Firm _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Firm _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

RFP Title: Phase 1 of EIFS Exterior Wall
Replacement RFP Number: FS-2017-18-BD

ATTACHMENT 5

DESIGNATED SUBCONTRACTORS LIST FORM



**JUDICIAL COUNCIL
OF CALIFORNIA**

ADMINISTRATIVE DIVISION
FACILITIES SERVICES

ATTACHMENT 5

DESIGNATED SUBCONTRACTORS LIST

PROJECT: Edmund D. Edelman Children’s Courthouse, Phase 1 of the EIFS Exterior Wall Replacement

Proposer must list hereinafter the name and location of each subcontractor who will be employed, and the kind of work that each will perform if the Contract is awarded to the Proposer. Proposer acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Proposer in or about the construction of the work in an amount in excess of one-half of one percent (1/2 of 1%) of Proposer’s total proposal amount, and that as to any work that Proposer fails to list, Proposer agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

ATTACHMENT 5

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____

Date: _____

Proper Name of Proposer: _____

Signature: _____

Print Name: _____

Title: _____

RFP Title: Phase 1 of the EIFS Exterior Wall Replacement
RFP Number: FS-2017-18-BD

ATTACHMENT 5

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST

RFP Title: Phase 1 of EIFS Exterior Wall
Replacement RFP Number: FS-2017-18-BD

ATTACHMENT 6

PAYEE DATA RECORD FORM



**JUDICIAL COUNCIL
OF CALIFORNIA**

ADMINISTRATIVE DIVISION
FACILITIES SERVICES

ATTACHMENT 6

PAYEE DATA RECORD

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE
 PAYEE DATA RECORD STD. 204 (Rev. 6-2003)
 (Required when receiving payment from the State of California in lieu of IRS W-9)

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>																																												
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p> <hr/> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="border: none;">E-MAIL ADDRESS</td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="width: 55%; border: none;">MAILING ADDRESS</td> <td style="border: none;">BUSINESS ADDRESS</td> </tr> <tr> <td style="border: none;">CITY, STATE, ZIP CODE</td> <td style="border: none;">CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE																																				
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CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE																																												
3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; width: 100px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table></p> <p><input type="checkbox"/> PARTNERSHIP CORPORATION:</p> <p><input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p style="padding-left: 100px;">ENTER SOCIAL SECURITY NUMBER: <input type="checkbox"/> EXEMPT (nonprofit)</p> <p style="padding-left: 100px;"><table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; width: 100px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table></p> <p style="padding-left: 100px;"><small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small></p> <p><input type="checkbox"/> ALL OTHERS</p>																																												<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number</p>
4	<p><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="padding-left: 40px;"><input type="checkbox"/> No services performed in California.</p> <p style="padding-left: 40px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>																																												
5	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct.</p> <p style="text-align: center;">Should my residency status change, I will promptly notify the State agency below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width: 30%;">TITLE</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> </tr> <tr> <td></td> <td style="text-align: center;">TELEPHONE ()</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE	DATE		TELEPHONE ()																																				
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SIGNATURE	DATE																																												
	TELEPHONE ()																																												
6	<p>Please return completed form to:</p> <p style="padding-left: 40px;">Department/Office: _____</p> <p style="padding-left: 40px;">Unit/Section: _____</p> <p style="padding-left: 40px;">Mailing Address: _____</p> <p style="padding-left: 40px;">City/State/Zip: _____</p> <p style="padding-left: 40px;">Telephone: () _____ Fax: () _____</p>																																												

ATTACHMENT 6

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 40%;">Withholding Services and Compliance Section:</td> <td style="width: 20%;">1-888-792-4900</td> <td style="width: 20%;">E-mail address:</td> <td style="width: 20%;">wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency (ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

RFP Title: Phase 1 of EIFS Exterior Wall
Replacement RFP Number: FS-2017-18-BD

ATTACHMENT 7

DVBE PARTICIPATION FORM



**JUDICIAL COUNCIL
OF CALIFORNIA**

ADMINISTRATIVE DIVISION
FACILITIES SERVICES

RFP Title: Phase 1 of EIFS Exterior Wall Replacement
RFP Number: FS-2017-18-BD

ATTACHMENT 7

DVBE PARTICIPATION FORM

Firm Name: _____

RFP Project Title: **Ed Edelman Children’s Court – Phase 1 of EIFS Exterior Wall Replacement**

RFP Number: **FS-2017-18-BD**

This Project has a DVBE participation goal of three percent (3%) (DVBE Participation Goal). The Contractor must document its DVBE compliance with the DVBE Project Goal by completing the DVBE Participation Form.

Complete Parts A & B

“Contractor’s Tier” is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

ATTACHMENT 7

DVBE PARTICIPATION FORM - PART A – COMPLIANCE WITH DVBE

FIRM

Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____
 Percentage of Total Contract Amount: DVBE _____%

SUBCONTRACTORS/SUB-SUBCONTRACTORS/PROPOSERS/SUPPLIERS

1. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____
 Percentage of Total Contract Amount: DVBE _____%

2. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____
 Percentage of Total Contract Amount DVBE _____%

3. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____
 Percentage of Total Contract Amount DVBE _____%

GRAND TOTAL: DVBE _____%

I hereby certify that the Contract Price, as defined herein, is the amount of \$_____. I understand that the Contract Price is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Name of Firm</i>	
<i>Signature of Person Signing for Firm</i>	
<i>Name (printed) of Person Signing for</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

ATTACHMENT 7

DVBE PARTICIPATION FORM - PART B – CERTIFICATION

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in California Code of Regulations, Title 2, section 1896.61, and Military and Veterans Code, section 999.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Name of Firm:</i>	
<i>Signature of Person Signing for Firm</i>	
<i>Name (printed) of Person Signing for Firm</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

End of DVBE Participation Form

RFP Title: Phase 1 of EIFS Exterior Wall
Replacement RFP Number: FS-2017-18-BD

ATTACHMENT 8

DVBE BIDDERS DECLARATION FORM



**JUDICIAL COUNCIL
OF CALIFORNIA**

ADMINISTRATIVE DIVISION
FACILITIES SERVICES

ATTACHMENT 8

BIDDER DECLARATION

This Project has a DVBE participation goal of three percent (3%) (DVBE Participation Goal). The Contractor must document its DVBE compliance with the DVBE Project Goal by completing the DVBE Bidder Declaration Form. Please review the “Bidder Declaration Instructions” prior to completing this form. If Bidder submits incomplete or inaccurate information, it will not meet the DVBE participation goal of three percent (3%).

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

1. DVBE Supplier ID number: _____
2. DVBE Certification active from _____ to _____
3. Percentage of the contract work Bidder will subcontract to **non-DVBE** subcontractors:

4. The disabled veteran owners and managers of Bidder must complete and sign the **DVBE Participation Form** (a separate document). Bidder must submit the completed DVBE Participation Form along with this Bidder Declaration.
5. Bidder must submit a copy of its DVBE certification along with this Bidder Declaration.

SECTION II. COMPLETE IF BIDDER HAS A DVBE BUSINESS UTILIZATION PLAN

Skip this section if (i) Bidder does not have an approved DVBE Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Date BUP was approved by DGS: _____
2. Date through which BUP is valid: _____
3. Bidder must submit a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS along with this Bidder Declaration.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

Enter the total number of DVBE subcontractors (Subcontractors) that Bidder will use for this contract: _____

If the total number of DVBE Subcontractors Bidder will use is zero, skip this section.

Provide the following information or materials for **each** DVBE Subcontractor Bidder will use for this contract. Attach additional sheets if necessary.

1. Subcontractor name: _____
2. Subcontractor contact person: _____
3. Subcontractor address: _____

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4. Subcontractor phone number: _____
5. Subcontractor email: _____
6. Subcontractor DVBE Supplier ID number: _____
7. Subcontractor DVBE Certification active from _____ to _____.
8. Bidder must submit a copy of Subcontractor’s DVBE certification along with this Bidder Declaration.
9. Describe the goods and/or services to be provided by Subcontractor in connection with the contract:

10. Explain how Subcontractor is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”)

11. Enter the percentage of the total bid price for the goods and/or services to be provided by Subcontractor: _____%
12. Provide written confirmation from Subcontractor that it will provide the goods and/or services identified above if Bidder is awarded the contract.
13. The disabled veteran owners and managers of Subcontractor must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

SECTION IV. CERTIFICATION

I, the official named below, certify that the information provided in this form is true and correct. I am duly authorized to legally bind the Bidder to this certification. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Tax ID Number</i>
<i>Address</i>	<i>Telephone Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	

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Date Executed

Executed in the County of _____ in the

State of _____

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BIDDER DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the Judicial Council, including both IFBs and RFQs; and (ii) “bid” refers to a response to a competitive solicitation issued by the Judicial Council, including both IFBs and RFQs.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must complete the Bidder Declaration. If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not complete the Bidder Declaration.

The Judicial Council will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the Bidder Declaration. The Judicial Council may, but is not obligated to, verify or seek clarification of any information set forth in the Bidder Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section I

1. Provide Bidder’s DVBE Supplier ID number, if applicable. This number is in Bidder’s DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
2. Provide the applicable dates. These dates are listed in Bidder’s DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
3. This percentage is equal to the amount to be paid by Bidder to the non-DVBE subcontractors divided by Bidder’s total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to non-DVBE subcontractor is \$35,000 and Bidder’s total bid price is \$125,000, enter “28%” ($35000 \div 125000 = 0.28$; $0.28 \times 100 = 28$).
4. The DVBE Declaration is separate from the Bidder Declaration. The Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification. Bidder must submit a copy of its DVBE certification.

Instructions for Section II

Please skip this section if (i) Bidder does not have an approved Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Provide the date on which DGS approved Bidder’s BUP.
2. Provide the date through which the BUP is valid.
3. Bidder must provide a copy of its “Notice of Approved DVBE Business Utilization Plan” issued by DGS. This copy must be provided along with the Bidder Declaration.

Instructions for Section III

A DVBE Subcontractor (Subcontractor) is any certified DVBE (whether a person, firm, corporation, or organization) contracting to perform part of Bidder’s contract.

Enter the total number of Subcontractors Bidder will use for the contract. If the number is zero, skip to Section IV. Otherwise, provide complete information (items 1-13 of Section III) for **each** Subcontractor.

1. Provide the full legal name of Subcontractor.

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2. Provide the name of a contact person at Subcontractor. The contact person must be able to verify the information provided in the Bidder Declaration regarding that Subcontractor.
3. Provide the full address of Subcontractor.
4. Provide Subcontractor's phone number, including area code.
5. Provide Subcontractor's email address. If Subcontractor does not have an email address, insert "N/A."
6. Provide Subcontractor's DVBE Supplier ID number. This number is in Subcontractor's DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
7. Provide the applicable dates. These dates are in Subcontractor's DGS Supplier Profile, accessible at <https://www.bidsync.com/DPXBisCASB>.
8. Each entity certified as a DVBE by DGS will have received a DVBE certification. Bidder must submit a copy of each Subcontractor's DVBE certification. Provide a copy of Subcontractor's DVBE certification.
9. Provide a detailed description of the goods and/or services Subcontractor will provide for the contract.
10. Provide an explanation of how Subcontractor's goods and/or services constitute a "commercially useful function" for purposes of the contract. Pursuant to Military and Veterans Code section 999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following: (i) is responsible for the execution of a distinct element of the work of the contract; (ii) carries out the obligation by actually performing, managing, or supervising the work involved; (iii) performs work that is normal for its business services and functions; (iv) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (v) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a person or entity will not be considered to perform a "commercially useful function" if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.
11. This percentage is equal to the amount to be paid by Bidder to Subcontractor divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to Subcontractor is \$6,600 and Bidder's total bid price is \$75,000, enter "8.8%" ($6600 \div 75000 = 0.088$; $0.088 \times 100 = 8.8$).
12. The Bidder must submit a written confirmation from the Subcontractor, indicating that Subcontractor will provide the required goods and/or services if Bidder is awarded the contract.
13. The DVBE Declaration is a separate form from the Bidder Declaration. The Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of the Subcontractor.

Instructions for Section IV

Provide Bidder's full legal name, and federal ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Bidder representative in the box labeled "By (*Authorized Signature*)."

Provide the name and title of the authorized Bidder representative, and the date, county and state where that person signed the certification, in the appropriate boxes.

RFP Title: Phase 1 of EIFS Exterior Wall
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ATTACHMENT 9

ACCEPTANCE OF TERMS AND CONDITIONS FORM



**JUDICIAL COUNCIL
OF CALIFORNIA**

ADMINISTRATIVE DIVISION
FACILITIES SERVICES


ATTACHMENT 9
PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS

Instructions: Mark the appropriate choice below and sign this attachment.

1. Proposer accepts Attachment 2: JBE Standard Terms and Conditions (“Attachment 2”) without exception.

OR

2. Proposer proposes exceptions or changes to Attachment 2. Proposer must also submit (i) a red-lined version of Attachment 2 that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING