REQUEST FOR PROPOSAL – PROJECTS $0 to $200,000

1.0 NOTICE TO PROPOSERS

2.0 INSTRUCTIONS TO PROPOSERS

3.0 PROPOSAL

4.0 BID BOND

5.0 GENERAL CONDITIONS OF THE AGREEMENT

6.0 PROJECT SCOPE

PROJECT: Kern Community College District
Bakersfield College
Wellness Path Project (28F761)
1801 Panorama Drive
Bakersfield, Ca. 93305
Kern Community College District

1.0 NOTICE TO PROPOSERS

Request for Proposal

DATE: April 19, 2021

TO: Qualified Proposers

FROM: Nick Hernandez
Kern Community College District
2100 Chester Ave.
Bakersfield, CA 93301

PROJECT: WELLNESS PATH (28F761)
Bakersfield College
Kern Community College District

PROJECT DESCRIPTION: Campus wide paving markings signage and related site work improvements to delineate campus wide Wellness Paths (600m, 2k, 5k). Contractor shall determine /verify the entire scope of work as shown on the drawings and specifications.

PROPOSAL DATE/TIME: May 06, 2021, @ 2:00pm

PROPOSAL LOCATION: Kern Community College District
2100 Chester Ave. Room 201
Bakersfield, CA 93301

BID SECURITY BOND: Required 10% Bid Bond if proposal is $45,000 or over.

PERFORMANCE AND PAYMENT BOND: Required if proposal is $25,000 or over.

PREVAILING WAGE PROJECT: Yes

CONTRACT DOCUMENTS AND SPECIFICATIONS MAY BE OBTAINED AT ADDRESS BELOW: See contact person.

CONTACT PERSON: Nick Hernandez – KCCD
(661) 336-5082
nicholas.hernandez@kccd.edu

Jose Vargas – AP Architects
(661) 327-1690
jvargas@aparchitects.net

NON-MANDATORY SITE VISIT: April 29, 2021 @10:00am – meet in front of Library
Masks are mandatory.
2.0 INSTRUCTIONS TO PROPOSER

PART 1 - GENERAL

A. SECURING DOCUMENTS:
1. Contractors obtaining these plans and project manual for the purpose of submitting proposals for this work shall notify the District of their intentions, together with mailing address and telephone number, so they may be fully advised of any addenda to the construction documents being figured, or of any corrections, additions or omissions. Failure to so notify the District will make the contractor liable for the inclusion of all information according to the addenda in this contract, whether received or not.
2. Construction documents will not be issued to contractors who are not licensed to do business in the State of California, and the District will not consider or accept any proposal or proposals from such contractors.
3. Proposers shall have a generally recognized record for satisfactory execution of contracts of a similar size and character.

B. EXAMINATION OF PROPOSAL DOCUMENTS:
1. Each proposer shall examine the proposal documents carefully prior to date for receipt for proposals, shall make written request for interpretation and/or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation and/or correction will be issued as an Addendum. Only a written interpretation and/or correction by Addenda shall be binding. No proposer shall rely upon any interpretation and/or correction given by any other method.
2. By submitting a proposal, the proposer implies that he has thoroughly investigated and is satisfied as to the character quality and quantities of work to be performed and materials to be furnished, and as to all the stipulations and requirements of the Contract and construction documents.
3. The Proposer shall diligently investigate existing conditions to ascertain work required and include all necessary cutting and patching and refinishing in his proposal. He shall provide for and exercise every precaution to protect the existing facilities against dust, dirt, water, trash, interruption of personnel activities, etc., due to operations under this Contract.
4. The District will not be responsible for any omissions, errors, etc., which may result from the Contractor's procurement of incomplete documents. It shall be the Contractor's responsibility to review and ascertain all of the required work, materials, etc., to be provided by him in performing all work as required and/or called for by the Contract Documents.

C. INTERPRETATION OF DOCUMENTS:
Should a proposer find discrepancies in, and/or omissions from the drawings and specifications, and/or should he be in doubt as to their meaning, he shall at once notify the District and should it be found necessary, a written addendum or clarification will be sent to all Proposers. The District will not be responsible for oral instructions.
1. Questions during proposals shall be submitted in writing to District's designated office. Fax copies will be accepted.
2. No questions will be answered two (2) working days prior to proposal opening.
3. E-mail questions will be accepted.

D. PROPOSALS:
Proposals to receive consideration shall be made in accordance with the following instructions:
1. Proposals shall be made upon the proposal forms, properly executed and with all items filled out; numbers shall be stated both in writing and in figures. The complete proposal form shall be without alterations to content, form, and scope project; and the signatures of all persons signing shall be in longhand and original wet signatures.
2. Alternate proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.

3. Before submitting proposals for this work, including RFP's, each proposer will be held to have examined the project premises and satisfied himself as to the existing conditions under which he will be obliged to operate, and that no changes will be made subsequently in this connection or in behalf of the Contractor for any error or negligence on his part, and he shall include in the proposal a sum to cover the cost of all items included in the contract and/or subsequent RFP's. No additional cost will be considered for price increases of any materials, labors, methods and/or procedures. The Contractor shall make allowances for any and all price changes occurring during this project from proposal through final completion and project acceptance by District.

4. Proposals will be delivered to the District at locations and time noted on "Bid Proposal" on or before the day and hour set for the opening of proposals. Proposal forms shall be enclosed in an envelope, and bear the title of work and the name of the proposer. It is the sole responsibility of the proposer to see that his proposal is received in proper time and location. Any proposal received after the schedule closing time for receipt of proposals will be returned to the proposer unopened.

5. Each proposer shall include with Proposal a Non-Collusion Affidavit, Prevailing Wage Compliance Certificate, required bond documents, and Certification of Workmen's Compensation to be executed by proposer and submitted with proposal. Form is included in "Bid Proposal" section. Form shall be fully executed and included with Proposal.

6. General Information:
   a. The District reserves the right to reject any or all proposals and/or waive any irregularities or informalities in any proposals and/or in the proposals process.
   b. The District has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this Contract. These rates are available on the Internet at the following address: [www.dir.ca.gov/DLSR/statistics_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html). Copies may be downloaded by the Contractor.
   c. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
   d. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is Contractor's responsibility to determine any rate change which may have or will occur during the intervening period between each issuance of written rates by the Director of Industrial Relations.
   e. If awarded, proposal will be awarded to the lowest qualified proposal.

E. WITHDRAWAL OF PROPOSAL: Proposals may be withdrawn by the Proposer prior to, but not later than, the time fixed for opening of proposals.

F. CORPORATION AS PROPOSER: In case a proposal is submitted by a corporation, it shall be signed in the name of such corporation by a duly authorized officer or agent thereof.

G. SALES TAXES: Sales taxes and any or all taxes and any other City, County, State, or Federal, except property taxes shall be included in the proposal. All proposals shall include all license fees, permit fees, and other fees to complete this project. See herein for permits, inspections, and assessments required for this project.
H. ADHERENCE:

No proposal will be considered that does not strictly adhere to all requirements of these instructions to Proposers.

I. PROPOSALS TO BE ACCEPTED BY DISTRICT:
The successful contractor shall be determined by the lowest total aggregate proposal of any or all proposals accepted by the District. The District reserves the right to select the proposals and/or aggregate of proposals it deems advantageous to the District.

J. AWARD OR REJECTION OF PROPOSALS:
The contract shall be awarded to the responsible proposer complying with these instructions. The District reserves the right to reject any and all proposals and to waive any informality or irregularity in proposals received. The award, if made, will be made within sixty (60) calendar days after the opening of the proposals.

K. EXAMINATION OF SITE:
The Proposer shall carefully examine the site of the contemplated work prior to submitting a proposal and shall have satisfied himself as to the existing conditions and the conditions under which he will be obligated to operate, and/or that will in any manner affect the work under the contract. No allowance will be made subsequently in this connection for items that could be reasonably be inferred to be required to complete project scope from a careful examination of site of the contemplated work.

L. ADDENDA AND BULLETINS:
Any addenda or bulletin items issued during the time of proposals shall be an integral part of the Contract Documents used by the Proposer for the preparation of his proposal, all items of addenda and/or bulletins shall be included in the Proposal and shall be made part of the Contract. Delivery of any Addenda or Bulletin in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, delivery by mail to the last known business address of the Contractor, or fax transmittal with telephone confirmation of complete receipt and or email will be considered to be proper service of said documents.

M. PERMITS, INSPECTIONS AND ASSESSMENTS, ETC.:
No building permits required for this project.
List of fees/assessments:
1. None.

N. FORMAL PROTEST OF PROPOSAL:
Any proposer submitting a proposal to the District or a third party may file a protest against District awarding contract on this project provided that protestor meet all of the following requirements:
1. Protest shall be submitted in writing and received on or before 72 hours after proposal opening time. Protest received after that shall not be recognized.
2. Protest of any proposals shall be filed and received by the Chief Financial Officer, Tom Burke, of the District by certified mail or by personal delivery during normal working hours, for administrative appeal.
3. Protest Submittal shall contain the following:
   a. The written proposal protest sets forth, in detail, all grounds for the proposal protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the proposal protest; any matters not set forth in written proposal protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
   b. Name, address, phone number of person(s), company and/or organization that is making protest and name of project protest is for.
4. Any proposal protest not conforming to the foregoing shall be rejected by the Owner as
invalid. Provided that a proposal protest is filed in conformity with the foregoing, the Owner's Chief Financial Officer or such individual(s) as may be designated by the Chief Financial Officer, in his discretion, shall review and evaluate the basis of the proposal protest, and shall provide a written decision to the proposer submitting the proposal protest concurring with or denying the proposal protest. The written decision of the Chief Financial Officer shall be considered an administration appeal.

5. The protest decision by the Chief Financial Officer may be appealed to the Board of Trustees as a judicial appeal. This request must be filed with the Chief Financial Officer within 72 hours of receipt of the written decision of the Chief Financial Officer. Said appeal shall be accompanied with reason for appeal. The judicial appeal will be calendared within 31 days or less of receipt. The final decision of the Board of Trustees is not subject to arbitration, mediation or reconsideration/appeal.

O. STARTING WORK:
All documents shall be submitted and approved prior to starting work. Failure to provide complete information prior to days indicated shall be considered non-responsive, bid bond will be forfeited, and Contractor shall be declared in default.

1. All insurance certificates - 10 days - Following award
2. Proof of Contractor's/Subcontractor's license - 10 days - Following award
3. Start work - 5 days from notice to proceed and/or purchase order

PART 2 - PERFORMANCE OF WORK UNDER CONTRACT
A. SUPERVISION:
The General Contractor and all subcontractors engaged by general contractor will be required to designate one responsible on-site person with authority to receive directions and issue instructions for the orderly prosecution of the work.

B. BUILDING CODE REQUIREMENTS:
1. All work performed under this Contract shall conform to the applicable portions and editions of the following current codes:
   c. California Occupational Safety and Health Act (CAL/OSHA).
   d. Rules and regulations of the State and Local Fire Marshals.
   e. Safety Orders of the Industrial Accident Commission, State of California.
   g. Uniform Plumbing Code.
   h. All laws governing the employment of labor, posting of minimum wage rates, and accident prevention.
   i. American Disability Act, Federal law.
2. Requirements of enforcing authorities may supersede requirements of the above laws and regulations, and nothing in the Contract Documents shall be construed to permit work not conforming to applicable codes.
3. All of the above laws and regulations are as much a part of this contract as if they were incorporated in their entirety herein.

C. BID AND PAYMENT BOND:
General Contractor shall take out and maintain Bid and Labor/Payment bonds as indicated herein. The Bond requirement will vary based on the project proposal. The following criteria will determine Bond Requirements.
1. Bid Bond. Proposals shall be accompanied with a Bid security 10% of project amount for all contracts $45,000 or more.
2. Payment and Performance Bond. 100% of contract amount for all contracts $25,000 or
D. INSURANCE REQUIREMENTS:

1. Evidence of Insurance: Before the work is started, the Contractor shall forward to the District Certificates of Insurance and all the Contractual Liability coverage called for in the Contract Documents is in force, and specifically covers this particular Contract with the Owner, including the hold harmless requirements. In addition, the Certificates shall contain the following:

   1) "No cancellation of this policy or endorsement of same shall be effective until; until the thirtieth (30th) day following the receipt of notice of such cancellation of the policy or endorsements by the Owner."

   2)Certificates of Insurance shall contain transcripts from the policies authenticated by the proper office of the Insurer, evidencing in particular those insured, the extent of the insurance, the location of and the operations to which the insurance applies, the expiration date and the thirty (30) day NOTICE OF CANCELLATION CLAUSE.

   3) Acceptance of the Certificates of Insurance shall not relieve or decrease the liability of the Contractor.

   4) In the absence of contrary written instructions from the District, the Contractor at the Contractor's expense, shall obtain and maintain insurance at all times during the prosecution of the Contract, in companies and through agencies approved by the District, and with limits not less than those stated hereinafter.

   5) The Contractor shall not commence work under this Contract until he has obtained and paid for all insurance required herein and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his Subcontract until such insurance required of the Subcontractor has been so obtained and approved.

2. Provide the following items with evidence of insurance for all insurance policies for this project: The insurance required must be written by a Best Key Rating Guide "A" or better rated carrier admitted to write insurance in the state where the work is located at the time the policy is issued.

3. Indemnification

   a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and the Consultants and their employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss of expense is attributable to bodily injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from but only to the extent caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

   b. In any and all claims against the District or the Consultants, or any of their employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or by any Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

   c. The obligations of the Contractor under this Paragraph shall not extend to the liability of the consultants or any of their agents or employees arising out of 1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or, 2) the giving of or the failure to give directions or instructions by the consultants or any of their agents or employees, provided
such giving or failure to give is the primary cause of the injury or damage.

4. **Worker's Compensation Insurance**

   The Contractor shall provide, during the term of this Contract, Worker's Compensation Insurance for all of his employees engaged in Work under this Contract, on or at the site of the project, and in case any of his work is sublet, Contractor shall require the Subcontractor to provide Worker's Compensation Insurance for all of his employees. Any class of employee or employees not covered by a Subcontractor’s insurance shall be covered by the Contractor’s insurance. In case any class of employees engaged in work under this Contract, on or at the site of the project, is not protected under the Worker's Compensation laws, Contractor shall provide or cause a Subcontractor to provide, adequate insurance coverage for the protection of those employees not otherwise protected. Contractor shall file, with the Owner, certificates of insurance.

   a) The Worker’s Compensation Insurance shall be written by a company California admitted in the State of California, and shall be written for not less than the following, as established by the Owner, or greater if required by law.

   b) Provide employer's liability endorsements:

      1) State workers’ compensation statutory benefits - policy limits of not less than $1,000,000.00.
      2) Employer's Liability - policy limits of not less than $1,000,000.00.

5. **Comprehensive General Liability Insurance**

   Commercial General Liability Insurance in Contractor’s name, with personal injury limits indicated herein for combined Single Limit per occurrence coverage and annual aggregate. The policy is to be on a Comprehensive General Liability form and must include Contractual Liability endorsed to specifically cover an Indemnity Agreement contained in the Contract. The Comprehensive General Liability coverage may be provided on an "occurrence" form or a "claims made" basis. If the coverage is on a “claims made” basis, the policy shall provide for a non-cancelable 5 year extended reporting period.

   a) The Contractor shall carry such public liability and property damage insurance that will protect the Contractor, Owner, Architect and Engineers from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either party. The limits of coverage shall be as stated herein.

   b) In the event that any suits, actions, or claims are brought against the Owner, Architect, and/or Architect’s Consultants, money equal to the "claim amount" may be withheld from payments due the Contractor under and by virtue of this contract as may be considered necessary by the Owner for such purpose. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate public liability and property damage insurance has been obtained.

   c) The policy shall include coverage for the following:

      1) Premises - operations
      2) Contractual liability
      3) Products
      4) Completed operations
      5) Broad form PD and including X, C and U coverage
      6) Personal injury
      7) Owners, contractors protective

6. **Automobile Liability Insurance:** Automobile Liability Insurance with an Employer’s Non-
Ownership Liability Endorsement in the Contractor's name. Limits of liability shall not be less than amount indicated herein for Combined Single Limit per occurrence. Provide CSL, BI and PD coverage for owned, non-owned and hired autos.

a) Provide owned, non-owned and hired automobile insurance endorsement.

7. Insurance Schedule

a) Worker's Compensation Insurance per State of California policy limits of not less than $1,000,000.00.
   1) Employer's Liability Endorsement $1,000,000 min.

b) Comprehensive General Liability:
   1) Combined single limits for bodily injury and property damage:
      $1,000,000 - Each Occurrence
      $1,000,000 - Annual Aggregate
   2) Personal Injury, with Employment Exclusion deleted.
   3) Include coverage of the following:
      i) Premises - operations
      ii) Contractual liability
      iii) Products
      iv) Completed operations
      v) Broad form PD and including X, C and U coverage
      vi) Personal injury
      vii) Owners, contractors protective

E. ASBESTOS-CONTAINING PRODUCTS:

1. Contractor agrees that asbestos-containing products or materials will not be used or substituted in performing work under the Agreement.

2. At the completion of work under this Agreement, Contractor will certify in writing to the Owner that, to the best of Contractor's knowledge, no asbestos-containing products or materials were used or substituted in performing work under the Agreement.

F. PCB-CONTAINING PRODUCTS & LEAD PLUMBING ITEMS:

1. Contractor agrees that lead plumbing domestic water items, asbestos, PCB, containing products or materials will not be used or substituted in performing work under the Agreement.

2. At the completion of work under this Agreement, Contractor will certify in writing to the Owner that, to the best of Contractor's knowledge, no lead plumbing domestic water items, asbestos/PCB-containing products or materials were used or substituted in performing work under the Agreement.

G. PREVAILING WAGE RATES AND APPRENTICESHIP REQUIREMENTS – All proposals that exceed $1,000 shall be prevailing wage.

1. Wages and Employer Payments:
   a) The general prevailing wage rates and employer payments for Health and Welfare, Pension, Vacation and similar purposes in the county in which the work is to be done shall be in accordance with the Labor Code of the State of California, Section 1770, et seq.
   b) Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file and are available for inspection in the Office of the Division of Labor Statistics and Research of the Department of Industrial Relations.
   c) Employer payments as defined in Section 1773.1 of the Labor Code are to be paid in accordance with the terms of the collective bargaining agreement applicable to the type of classification of the workmen employed on the project and shall be the prevailing wage rate of the county in which the work is to be performed. Overtime shall be paid for the hours worked in excess of the working day and for time worked on Saturdays, Sundays and the seven (7) holidays which are to-wit:

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1773.3, 1777.5, 1776 and 1777.6 in the employment of apprentices.

1) The predetermined (double asterisk) changes are no longer a part of the general prevailing rates of per diem wages. The rates at the time of the proposal advertisement date of a project will remain in effect for the life of the project.

2) The definition of prevailing rate states that when there is no single rate paid to a majority of workers, then the prevailing rate is a weighted average.

d) Not less than the general prevailing wage rate for each classification of work State or Federal which is higher shall be paid by the general contractor and all subcontractors under him shall be paid to all laborers, worker and mechanics employed in the execution of such contract or subcontract there under, including rates for overtime and general holidays in the locality in which the work is to be performed.

e) The Contractor and all subcontractors under him shall make travel and subsistence payments to each workman needed to execute all the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

2. Eight Hour Day: Contractor shall not permit any person employed by him to work overtime other than pursuant to express provisions of Section 1810 of the California Labor Code.

3. Records of Hours Worked and Citizenship: The Contractor shall maintain records of the hours worked by his employees and their citizenship and they shall be open at all times for inspection by the County, Client and/or the Division of Labor Statistics and Law Enforcement, in accordance with Sections 1814 and 1552 of the California Labor Code.

a) The General Contractor shall maintain all certified payroll documents at their office. Copies shall be provided to anyone who provides a request and Owner approves that request. Contractor shall provide copies within ten (10) days of approved request. Contractor shall provide copies, shipping cost, and all other related cost to provide this information at no cost to Owner. Contractor shall maintain certified payroll documents for seven (7) years after Notice of Completion.

4. Penalties: The Contractor shall forfeit as a penalty to said Owner, Fifty Dollars ($50.00) for each laborer, workman or mechanic paid less than the above stipulated rates for any work under this Contract by him or any Subcontractor under him.

5. Enforcement and Verification of Requirements:

a) The records by the Contractor may be checked periodically by an independent enforcement agency to verify compliance with the labor codes and related items.

b) Jobsite interviews may be conducted periodically throughout the duration of the project. The Contractor shall allow access to the project and access to workers during working hours to confirm prevailing wage rates and apprenticeship requirements are followed.

c) Prior to executing the agreement the Contractor shall provide verification of enrollment in an apprenticeship program per Sections 1773.3, 1777.5, 1776 and 1777.6 within the last 12 months.

6. Miscellaneous: Request for exemption from prevailing wage requirements shall be made prior to proposals in time for the Architect to issue an addendum to communicate information to proposers. Request for exemption will not be accepted after above mentioned date.

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

I. **AWARD**
District shall issue a purchase order, which shall be the notice to proceed. This will be issued only after receipt of required documents.

J. **PRELIMINARY NOTICE:**
Preliminary Notices must be filed with the Owner with a copy mailed to both the Consultants and the Contractor.
3.0 PROPOSAL

Proposals will be received at the Kern Community College District, 2100 Chester Ave, Room 201 (FACILITIES); Bakersfield, CA 93301 up to May 06, 2021 @ 2:00pm

Submitted to: Kern Community College District
Bakersfield, California

Submitted by: ________________________________

Name of Firm

Having carefully examined the Proposal and Contract Documents and General Requirements, as well as the premises and the conditions affecting the work, including Addenda (a) No (s) _________________, inclusive, the Undersigned proposes to furnish all material and labor called for by all documents for the "entire work", in accordance with said documents for the sum of:

BASE AMOUNT

$__________________________

Allowance #1

Five Thousand Dollars $ 5,000

Total Bid Amount

$__________________________

The undersigned understands that the time required to complete the work is the essence of the Contract and agrees to commence the work within ten (10) calendar days of the Contract date. The undersigned further agrees that this proposal may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof unless otherwise required by law.

The undersigned agrees, if awarded the Contract, to complete all work by within 60 calendar days from agreed start date.

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

The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to refrain form submitting a proposal, and that the undersigned has not in any manner sought by collusion to secure for himself any advantage over any other proposer.

PREVAILING WAGE COMPLIANCE CERTIFICATION:

In submitting this proposal, I hereby certify that I will conform to the State of California Public Works Contract Requirements regarding wages; benefits; on-site audits with 48-hour notice; payroll records; and, apprentice and trainee employment requirements.

__________________________  ______________________  __________
Contractor (type or print)  Contractor's signature  Date

REQUEST FOR PROPOSAL  Page 12 of 23
CONTRACTOR’S CERTIFICATE REGARDING WORKER’S COMPENSATION:

Labor Code Section 3700 provides:

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

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

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

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 those provisions before commencing the performance of the work of this contract.

CONTRACTOR:

By (type or print) ____________________________________________________________________________

Title __________________________________________________________________________________________

Dated __________________________________________________________________________________________

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this contract.)
NON-COLLUSION AFFIDAVIT:

State of California

County of____________________

____________________, being duly sworn, deposes and says:

That he or she is the _________________________________ (position) of __________________________ (name of proposer), the party making the proposal; that the proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any price breakdown, or their contents, or divulged relative information or data, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

___________________________________________________________________________________________
(Firm Name)

___________________________________________________________________________________________
(Printed Name - Authorized Agent)

___________________________________________________________________________________________
(Signature - Authorized Agent)

Subscribed and sworn to before me on __________________________, 20______.

___________________________________________
Notary Public

NOTARY SEAL
SUBCONTRACTOR LIST:

Pursuant to the Provisions of the Public Contracts Code Sections 4100 to 4107 inclusive, every proposer shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Proposers total proposal. If a Contractor is not listed and the work is more than one-half of one percent (1/2 of 1%) of the Proposers total proposal, he agrees to perform that portion himself. The following is the list of subcontractors:

<table>
<thead>
<tr>
<th>PORTION OF WORK</th>
<th>SUBCONTRACTOR</th>
<th>LOCATION OF BUSINESS</th>
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I declare, under penalty of perjury, that information provided and representations made in this proposal are true and correct and that this declaration was executed on ________________, at ________________, (date) (city), (county), California.

Respectfully submitted,

Name of Firm

Individual, Partnership, Corp.

By__________________________

Phone(_______)__________________________

Fax(_______)__________________________

Address____________________________________

License Type & Number/Exp. date

No proposal is valid unless signed by the person making the proposal.

** State whether your firm is a corporation, a co-partnership, private individual, or individuals, doing business under a firm name. If the proposer is a partnership, the proposal should be signed with the partnership name and by one of the authorized partners. If the proposer is a corporation, it should be signed by a person authorized to execute proposals on behalf of the corporation.***
4.0 BID BOND

Be advised that we, ____________________________________________
as Principal ("Principal") and ________________________________________,
a corporation duly licensed to transact business under the laws of the State of California as Surety ("Surety")
are firmly bound to KERN COMMUNITY COLLEGE DISTRICT as Obligee ("Obligee") in the sum
of $________________________________________ for the payment of which the Principal and
the Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
by this Bond.

The Principal has submitted a proposal for __________________________________________
(list project on Proposal)

The condition of our obligation is this: if the Principal is awarded the contract upon its proposal, and
shall, within the required number of days after the notice of award, execute a contract with the Obligee in
accordance with the contract documents, submit the required payment and performance bonds, and provide
all other required documents, then this obligation shall be null and void; but in the event that the Principal fails
and/or refuses to execute and deliver those documents, this bond will be charged with the costs of the damages experienced by the Obligee as a result of that refusal, including but not limited to, publication costs, the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work if the amount is in excess of the former; building lease or rental costs, transportation costs, professional service costs, and additional salary costs that result from the delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum indicated above.

The Surety, for value received, stipulates and agrees that its obligations and its bond shall not be
impaired or affected by an extension of the time within which the Obligee may accept such bid; and Surety
waives notice of any time extension.

Dated: __________________________
PRINCIPAL
By: ________________________________
Title: ______________________________

Dated: __________________________
SURETY
By: ________________________________
Title: ______________________________
KERN COMMUNITY COLLEGE DISTRICT - Projects $0 to $175,000
NOTICE OF AWARD AND REQUEST FOR SUBMITTAL OF REQUIRED DOCUMENTS

This notice shall confirm your notification of award. The below items are required to be submitted prior to Notice to Proceed being issued. Per Contract Documents, you have 10 days from this notice of award to provide the following:

<table>
<thead>
<tr>
<th>PROJECT:</th>
<th>DATE NOTICE OF AWARD</th>
<th>PROJECT NO:</th>
<th>DATE INITIAL REQUEST</th>
<th>CONTRACTOR:</th>
<th>DATE DUE BACK</th>
<th>STATUS</th>
<th>DATE RECEIVED-INITIAL</th>
<th>DATE RECEIVED-RESUBMIT</th>
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**STATUS**

- Initial request for documents
- Incomplete see below
- Accepted as complete

**REQUIRED DOCUMENTS:**

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<tr>
<th></th>
<th>DATE Complete</th>
<th>Projects $0 to $14,999</th>
<th>Projects $15,000 to $175,000</th>
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**Other items and notes for complete package:**

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**cc:** Contractor, District, File

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**For official use only:**

<table>
<thead>
<tr>
<th>Bonding Company:</th>
<th>AM Best Number:</th>
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<th>Documents from:</th>
<th>AM Best rating:</th>
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<tr>
<th>US Treasury Listed</th>
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5.0 GENERAL CONDITIONS OF AGREEMENT

1) The college will issue a Purchase Order for all work included in this Request for Proposal based on the Contractor’s proposal to do certain work for the said Owner, specified and described in certain drawings and specifications, and entitled on the Bid Proposal, in strict accordance with drawings and specifications prepared and attached to RFP.

2) Whereas, the Contractor, before signing the enclosed proposal, has carefully read and examined in connection herewith said proposal and specifications and has carefully examined the site where said work is to be done, and has investigated the character of such work and the materials required to be furnished, and by reason of such reading, examination and investigation, the said Contractor agrees that he thoroughly understands the intent and meaning of this proposal and all component parts of said proposal and the requirements, covenants, stipulations and restrictions thereof.

3) In consideration of the promises and of the payments hereinafter to be made by the Owner to and on account of said Contractor, and the understanding of said Contractor to do said work the College and Contractor agree that:

   a) This Contractor shall receive and accept the sum on proposal herein submitted, as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract, and for furnishing all necessary tools, machinery, implements, apparatus and other means of construction; also all loss or damage arising out of the nature of the work to be done under said specifications, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work, and before the acceptance thereof by said Owner, and shall be responsible for the consequences of his own negligence or carelessness or discontinuance of the work, and for well and faithfully completing the work in the manner and according to the drawings and specifications and all requirements of the College and any and all parties having jurisdiction there over, for the whole thereof, the following sum which represents the Contract Price.

   b) Payments: The Owner agrees, in consideration of the performance of this Contract, to pay the Contractor in the following manner:

      i) Payments will be made only on the certificate of the Owners field representative.

      ii) Monthly payments shall be made to the Contractor in amounts equal to ninety percent (90%) of the estimated value of the work done and the materials furnished and incorporated in the work during the month preceding the date upon which such value is estimated plus ninety percent (90%) of the estimated value of all materials which, on the date of estimation of value, are suitably stored on the site for incorporation into the work; provided that no such monthly payment, or payment of any kind, shall theretofore have been made for any such work done or materials furnished and incorporated or materials suitably stored on the site. The aforesaid estimation of value shall be made by the Owners Representative and noted by him upon the certificates furnished by him pursuant to paragraphs herein.

      iii) Upon substantial completion of the work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price, less an amount determined by Owner to be adequate to complete any unfurnished part of the work by another Contractor should the work not be completed within a reasonable time established by the Owner.

      iv) The final payment shall be made thirty-five (35) days after receipt of the recorded Notice of Completion date, provided that: The Contractor shall furnish satisfactory evidence that all claims for labor and materials have been paid and that no claims shall have been presented to the Owner by any person or persons based upon any act or omission of the Contractor, and no Stop Notices have been filed against said work or the property whereon it was done.

         1) No certificates given or payments made on account of any Contract shall constitute an acceptance of any equipment, material or work which may subsequently be found to be defective.

   c) Time of Completion. The Contractor agrees to commence the work within five (5) calendar days from the date of the notice to proceed and/or purchase order. Failure to obtain approval of the required documents, within the allotted time, shall not be cause for extension of the time of construction as set forth hereafter.

      i) The Contractor further agrees to construct and execute all of the work described in said
drawings, specifications, proposals, addenda and any and all other requirements, covenants, stipulations and restrictions, within 60 calendar days from and after the date of commencement, said date of commencement being agreed upon as the fifth (5th) calendar day following the date of the notice to proceed and/or purchase order. Owner shall issue actual start date to Contractor.

ii) Both parties agree that the aforementioned stipulated contract period to be a reasonable time scale for completion of the work and Contractor will provide best endeavors to complete the work within the contract period.

iii) If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the contractor does hereby agree, as a part consideration for awarding of this Contract to pay to the Owner the sum of:

Five Hundred Dollars - No Cents  
DOLLARS ($500.00 )

per day plus such additional costs as may be incurred by the College because of such delays, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth for each and every day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

iv) The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from the current periodical estimates.

v) It is further agreed that time is the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due.

1) To any preference, priority or allocation order duly issued by the Government.

2) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of the Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and

3) To any delays of subcontractors occasioned by any of the causes specified in subsections (1) and (2) of herein. Provided, further, that the Contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing, of the causes of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

d) Drawings and Specifications. This Contract, the drawings and the specifications have been prepared, and are intended to supplement one another. The drawings and specifications shall be deemed by this reference to be incorporated within this Contract, the drawings shall be deemed by this reference to be incorporated within the specifications, and the specifications shall be deemed by this reference to be incorporated with the drawings. In the event a conflict is found to exist between the drawings and specifications, the College shall interpret. In the event that the drawings and specifications, or either of them shall be found to conflict with this Contract, then this Contract shall be govern. Omissions from this Contract of items of provisions present in the specifications or drawings or either of them shall not be deemed a conflict within the meaning of this Article.

e) Changes. Should the Owner, at any time during the progress of the work desire any alterations, or deviations in, or additions to, or omissions from the Contract or the drawings or specifications, said Owner, or representative thereof, shall be at liberty to order them, in writing, and the same shall in no way affect or make void this Contract, but the amount thereof shall be added to, or deducted from, the amount of the Contract Price aforesaid, as the case may be, by a fair and reasonable valuation. This Contract, subject to the provisions of Article II (a) hereof, shall be deemed completed when the work is finished in accordance with the original drawings and specifications, as amended by such changes, whatever may be the nature or extent thereof.

i) No such changes, whatever may be the nature, or modification shall release or exonerate any
s surety or sureties upon any guarantee or bond given in connection with this Contract, if required.

ii) Rules of Practice: The rule of practice to be observed in this Contract shall be that upon the demand of either the Owner or the Contractor, the character or valuation of any and all changes, omissions, or extra work shall be agreed upon and fixed in writing, signed by the Owner and the Contractor, prior to execution.

f) Acceptance of Work. The payment of the progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, except as to such matters as are open and obvious, but the entire work, and at the time when it shall be claimed by the Contractor that the Contract and work is completed. Liability under the bonds is to continue for one (1) year from the date of acceptance and bonds will not be released until such date.

g) Failure to provide workmen and materials. If the Contractor at any time during the progress of the work should refuse or neglect, without the fault of the Owner, to supply sufficient amount of materials or enough workmen to complete the Contract within the time herein set forth, due allowance being made for the contingencies provided for herein, for a period of more than seven (7) days after having been notified by the Owner in writing to furnish the same, the Owner shall have the power to furnish and provide said materials and/or workmen to finish the said work, and the reasonable expense thereof shall be deducted from the amount of the Contract Price.

h) Penalties. This Contractor shall forfeit, as a penalty to the said Owner, the sum of fifty dollars ($50.00) for each laborer, workman, or mechanic employed in the execution of this Contract, or any sub-contractor under him, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of Section 1810-1811, Chapter One, of Division Two, Part Seven of the Labor Code of the State of California, and said Owner, when making payments of money due under this Contract, shall withhold and retain there from all sums and amounts which have been forfeited pursuant to the herein said stipulation.

i) Insurance and Bonds: Insurances and bonds, as set forth in the supporting contract documents, shall be maintained in effect during the period of this Contract.

j) Relations to Bid Proposals: If proposal is accepted by owner, be it further stipulated and agreed that said Owner does promise and agree to employ the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and herein contracts to pay the same at the time, in the manner and upon the conditions set forth above; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained. It is further agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid proposal of said Contract, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

k) Asbestos/PCB-containing products and lead plumbing items: Contractor agrees that lead plumbing domestic water items, asbestos, PCB, containing products or materials will not be used or substituted in performing work under the Agreement. At the completion of work under the Agreement, Contractor will certify in writing to the Owner that to the best of Contractor's knowledge, no lead plumbing domestic water items, asbestos/PCB-containing products or materials were used or substituted in performing work under the Agreement.

l) Compliance with air pollution and storm water prevention control rules: Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the Government Code, as well as local requirements, County, City, local Air Pollution Control Districts and Storm Water Prevention Districts. Contractor shall require all subcontractors to abide by these items.

m) Contractor-Employee requirements: By submitting proposal, the Contractor certifies he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that he will comply with such provisions before commencing the performance of the work of this Contract.

i) In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be
required to secure payment of compensation to his employees.

ii) The Contractor and Subcontractors under him shall comply with the provisions of Division 2, Part 7, Chapter 1, Article 2, Sections 1770-1780 with particular reference to the employment and use of apprentices and other provisions that require him to make travel and subsistence payments to each workman needed to execute the work, as such collective bargaining agreements filed in accordance with the Labor Code, and to pay not less than the minimum per diem wages as determined by the Director of the Department of Industrial Relations, on file in the principal office of the Owner.

iii) Special attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et. seq. Each contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, or one of its branch offices regarding apprentices and specifically the required ratio there under. Responsibility for compliance with this section lies with the prime Contractor. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

n) Notices: All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, and postage prepaid and addressed as follows:
   i) Owner, person and address on title sheet of RFP.
   ii) Contractor, person and address on proposal submitted by contractor herein.
   iii) The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.
6.0 PROJECT SCOPE

A. PROJECT DESCRIPTION:

1) This project will be to install Campus wide paving markings signage and related site work improvements to delineate campus wide Wellness Paths (600m, 2k, 5k). Contractor shall determine /verify the entire scope of work as shown on the drawings and specifications.
   a) See attached plans and specification
   b) Clean up after complete
   c) There is an owner Allowance ($5,000.00)

B. WORK SEQUENCE:

1. The Work will be conducted in one phase to provide the least possible interference to the activities of the Owner's personnel and to permit an orderly transfer of personnel and equipment to the new facilities.

C. CONTRACTOR USE OF PREMISES:

1. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
   a. Confin e operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
   b. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

2. Use of the Existing Building: Maintain the existing buildings in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

D. OWNER OCCUPANCY:

1. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

E. GENERAL SCOPE OF WORK:

1. Contractor to inspect project site and inspect existing conditions/utilities.
2. Scheduling of work to be coordinated with college for non-interruption during office hours, c/o M/O Director.
3. Provide all necessary tools and equipments to complete work within time frame stated in contract.
4. Contractor to inform Owner one (1) week before work is completed to schedule testing and inspection. Contractor to guarantee workmanship one (1) year.
5. Work areas shall be cleaned /cleared on a daily basis. All construction debris to be removed from site upon completion of work by contractor.
-----End of Document----
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## DIVISION 01  GENERAL REQUIREMENTS

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## DIVISION 02  EXISTING CONDITIONS

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## DIVISION 03  CONCRETE

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## DIVISION 09  FINISHES

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## DIVISION 10  SPECIALTIES

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<td>101426</td>
<td>Exterior Post And Panel Signs</td>
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## DIVISION 32  EXTERIOR IMPROVEMENTS

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Attachments:

End Of Table Of Contents
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes, but not limited to the following:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Access to site.
   4. Coordination with occupants.
   5. Work restrictions.
   7. Miscellaneous provisions.

B. Related Requirements:
   1. Division 1 Section 012100 “Allowances”: for purchase contracts.

1.3 PROJECT INFORMATION

A. Project Identification:

Wellness Path  
Bakersfield College  
1801 Panorama Dr,  
Bakersfield, CA 93305

B. Architect:

AP Architects  
Jose Vargas  
3434 Truxtun Avenue Suite 240,  
Bakersfield CA 93301

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work consists of the construction of new Wellness Paths throughout the existing campus.

B. Type of Contract:
   1. Project will be constructed under a single prime contract.

1.5 WORK SEQUENCE
A. The Work will be conducted in one phase to provide the least possible interference to the activities of the Owner's personnel and to permit an orderly transfer of personnel and equipment to the new facilities. Project completion is scheduled for specific number calendar days, (refer to Bid Proposal). Contractor shall review scope of work, and provide manpower, resources, etc., as required to complete project on or before the date required for project completion. Contractor shall allow in Proposal weekend workers, shifts of workers and additional productivity not limited to workers, materials, temporary facilities and equipment as required to meet project schedule with limited access times as indicated herein.

1.6 CONTRACTOR USE OF PREMISES

A. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.

1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
2. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
3. When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site, and perform work which may interfere with educational facility routine before or after facility hours; enclose the work area with a substantial barricade and arrange work to cause a minimum of inconvenience and danger to students and staff in their regular facility activities.

1.7 OWNER OCCUPANCY

A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

1.8 WORK RESTRICTIONS:

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
2. Smoking is not permitted on campus.
3. Use of controlled substances on the Project site is not permitted.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except as otherwise indicated.

C. Construction work that generates noise beyond 90db that will disturb adjacent areas shall be scheduled around class schedule and office hours of occupied rooms within 125 feet of work to be done. This work may have to be done during after hours, evenings and Contractor shall verify class schedules when work will generate noise beyond 90db.

C. Deliver materials to the building area over the route designated by the facility Maintenance and Operations department. Times of deliveries shall coincide not to be done during 5 minutes before class change time between classes and 5 minutes after if said deliveries path is thru any area students will occupy during class change times. If a delivery is
overlapping class change times, cease work, provide temporary barricades and resume 5 minutes after classes resume.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION 011000
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing handling and processing allowances.

   1. Selected materials, services, equipment, related items and in some cases, their installation and related/non-related work are shown and specified in the Contract Documents by allowances herein. Allowances have been established in lieu of additional requirements and to defer selection of actual materials, miscellaneous additional work scope and equipment to a later date when additional information is available for evaluation.

   2. Special allowances have been established for unforeseen conditions, latent conditions and related item to be authorized by the Architect for use.

B. Types of allowances required include the following:

   1. Lump sum allowances in Base Bid.

C. Related Requirements:

   1. Division 1 Section "Modification Procedures" for procedures for submitting and handling Change Orders.

   2. Division 1 Section “Summary of Work” for additional requirements on purchase contracts.

1.3 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.4 ALLOWANCES

A. Use the allowance only as directed for the Owner’s purposes, and only by Supplementary Instructions, which designate amounts to be charged to the allowance.

   1. The direct costs for products or equipment ordered by the Owner under the lump sum allowances, including delivery, installation, taxes, and similar costs are part of the allowance. Vendor shall provide insurance as required by the Owner. Contractor shall agree to accept insurance required by Owner for vendor for allowance item. If the contractor requires any special insurance, additional requirements and or bonding of any allowance vendor, contractor shall allow for this cost in his base bid or alternate bid if allowance is tied to an alternate.
a. In the event the work under allowance cannot be completed during the duration of the project as prescribed under “Project Summary”, contractor may elect to request additional extended overhead. Extended overhead will be determined by actual costs incurred by contractor specific to this project and verified by project schedule.

2. Supplementary Instructions (SI) authorizing use of funds from the lump sum allowance will not include the Contractor's related costs and reasonable overhead, supervision, profit margins and other related costs as these costs are already in the contractor's proposal/bid.

3. If any individual allowance contains surplus funds or contains deficient funds, Architect may transfer funds between allowances as necessary.

4. At Project closeout, credit unused amounts remaining in the allowance to Owner by Negative Change Order amount for unused amounts.

5. The contractor shall include in his base bid all overhead, profit, supervision, bonds, insurance and all other indirect costs for allowance items. None of these items will be added to lump sum and miscellaneous allowance as it is used by the Owner and directed by the architect. In the event the allowance is required in an Alternate, the contractor shall include in his alternate bid all overhead, profit, supervision, bonds, insurance and all other indirect costs for allowance items specific to that alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 INSPECTION

A. Inspect products covered by an allowance promptly upon delivery for damage or defects.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.

B. Coordinate scheduling of Owner selected Vendors. Obtain availability schedules from Vendors early in project to coordinate timing of special milestones and products necessary for implementation into overall construction activities.

3.3 SCHEDULE OF BASE BID ALLOWANCES

A. Allowance No. 1: Include a lump sum allowance of $5,000.00 for use upon the Architect’s instructions.

END OF SECTION 012100
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification sections, apply to this section.

1.2 SUMMARY

A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK and REQUEST FOR INFORMATION (RFI)

A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect. The Architect may issue written Supplemental Instructions, (SI), which interpret the Contract Documents or which order minor changes in the work without change in Contract sum or Contract time. The Contractor shall carry out such Supplemental Instructions promptly.

1. Unless otherwise noted, SI, (Supplemental Instructions) does not warrant a cost or time impact to the Contract cost or time. If Contractor does not agree, Contractor has 10 calendar days from date of receipt of SI to file a claim for adjustment in writing to the architect.

2. The Architect shall use SI’s for written order for usage of allowance funds for project if any allowances are indicated.

B. Contractor shall be able to ask valid questions concerning items required to construct project. This shall be done by the following methods in order as follows: (1) Contractor to review plans and determine if information is prescribed therein; (2) Contractor to review question with Project Inspector and determine if information is indicated, intended and/or prescribed in construction documents; (3) Contractor place an informal inquiry with architect and discuss question: and if no answer is determined then (4) Contractor shall prepare a Request for Information (RFI) and deliver to architect for determination of answer and or direction from architect as prescribed herein.

1. Contractor shall submit Request for Information (RFI) on enclosed form at end of this Section.

2. Contractor shall attach to RFI what they consider to be answer to Request for Information. Failure to provide this information shall be grounds for Architect to Request for Clarification.

3. An RFI is defined as a request for information for information that cannot be found in the construction documents and related submittals. Items not considered RFI’s are as follows:

   a. A request for a proposed alternative materials, products or colors.
   b. Substitutions.
   c. Coordination of Contractor changed/initiated field conditions.

1.4 CHANGES IN WORK
A. The Owner, without invalidating the Contract may make changes by altering, adding to, or deducting from the work, the Contract sum and construction duration being adjusted accordingly. All such work shall be executed under the conditions of the original contract. Unless so authorized, the Contractor shall not deviate from nor alter the work as shown on the drawings or specifications. Additional work may be added to project by using project allowances as prescribed herein.

1. In the event additional work is added to the project via allowances the Contractor shall provide an analysis of the schedule impact if any. If additional work is shown to impact the construction schedule the Contractor shall be entitled additional time as agreed to by architect. If additional work is shown by schedule analysis to have no impact, no additional construction duration will added to project.

2. Any changes in construction duration shall be documented by a Change Order to Contract.

B. If Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation constitutes a change, extra work, or otherwise obligates Owner to pay additional compensation to Contractor or to grant an extension of time, or constitutes a waiver of any provision in the Contract Documents, Contractor shall notify Owner in writing of such claim within ten calendar days from the date Contractor has actual or constructive notice of the factual basis supporting the claim. The notice shall state the factual basis for the claim and cite in detail the Contract Documents (including plans and specifications) upon which the claim is based. Contractor's failure to notify Owner and Architect within the ten-day period shall be deemed a waiver and relinquishment of such a claim. If the notice is given within the specified time, the procedure for its consideration shall be as stated in these General Conditions. In the event of failure to agree, the matter shall be treated as a claim following the claims procedures in the Contract Documents.

C. No change shall be made without such authorization, signed by the Owner, and countersigned by the Architect, or signed by the Architect and stating that the Owner has authorized such changes.

1. Refer to Supplementary Conditions for Construction Change Directive (CCD) procedures.
2. Refer to Supplementary Conditions for Supplemental Instructions (SI) procedures.

D. Any changes processed by the Contractor or any work performed not in conformance with these plans and specifications which requires extra drawing, specifications, calculations, inspections and any other work by the Architect and/or Engineers shall be paid for by the Contractor. Payment shall be made to the Architect at current hourly rate on file due and payable upon presentation of invoice.

1.5 CHANGE ORDER PROCESS-(OWNER AND CONTRACTOR INITIATED PROPOSAL REQUEST, AND ALLOWANCES.)

A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

1. Request for Proposal requests (RFP) issued by the Architect are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change.
2. Unless otherwise indicated in the proposal request, within 20 calendar days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change as well as Construction Duration impact.

a. Include a list of quantities of products to be purchased and unit costs, along with the
total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Duration.

d. Before Contractor is authorized to proceed with extra work or changes on the basis set forth above, the Owner and the Contractor shall be in complete agreement on what the term "costs" shall include and the amount of overhead and profit the Contractor is to charge.

e. All unit prices, whether set forth in the Contract or subsequently agreed upon, shall include overhead, profit, supervision, increased premium on all Bonds, increased premium on all insurances and other indirect cost for all tiers of contractors and related material men unless said items are being paid thru an allowance where overhead, profit, supervision, bonds, insurance and related items are included in contractor's base bid.

f. If there has been no response within 20 calendar days to an Architect's Request for Proposal, the Architect may direct the change to be done Time and Material. Under no circumstance may the contractor increase cost or increase schedule time due to Owner not receiving proposal timely.

B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.

2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Comply with requirements in Supplementary Conditions Article 15 Substitutions if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

5. Claim submitted to the Architect for extensions of time and extra cost shall be made on forms carrying Contractor's letterhead and shall contain a complete breakdown of all costs and extension of Surety Bonds and Insurance impacts.

6. Before Contractor is authorized to proceed with extra work or changes on the basis set forth above, the Owner and the Contractor shall be in complete agreement on what the term "costs" shall include and the amount of overhead and profit the Contractor is to charge as any Contract Duration impacts.

C. For changes that increase or decrease the contract price, or being paid by allowance item, the Contractor shall include the following amounts for overhead and profit:

1. Contractor's overhead and profit on the cost of work excluding work by Contractor shall be a total sum not exceeding ten percent (10%) of cost of such work. (See below for allowances)

2. Contractor's overhead and profit on the cost of work performed by contractor without subcontractor shall be a total sum not exceeding ten percent (10%) of the cost of labor, materials, rentals, etc. (See below for allowances)

3. Subcontractor's overhead and profit on the cost of work performed by subcontractor shall be a total sum not exceeding ten percent (10%) of the cost of labor, materials, rentals, etc.

4. Subcontractor's overhead and profit on the cost of work performed by sub-contractors (one
lower tier) shall be a total sum not exceeding five percent (5%) of such work.

5. Allowances: The contractor shall include in his base bid all overhead, profit, supervision, bonds, insurance and all other indirect costs for allowance items. None of these items will be added to lump sum and miscellaneous allowance as it is used by the Owner and directed by the Architect. In the event the allowance is required in an Alternate, the Contractor shall include in his alternate bid all overhead, profit, supervision, bonds, insurance and all other indirect costs for allowance items specific to that alternate.

D. Time and Material basis as changes in the work. For changes that increase the contract price and work is authorized based upon the cost of labor, material, equipment and subcontract prices, plus a percentage for overhead and profit the following requirements shall apply. In the event the costs for changes in the work are not agreed to by the Architect and Contractor the work may be authorized to move forward on a time and material basis. If a Time and Material basis is used and scope of work is being paid thru an allowance overhead and profit are to be included in base bid and alternates where occur.

1. Daily reports by Contractor, as follows:
   a. General. At the close of each working day, Contractor shall submit a daily report to the Architect and the Project Inspector on forms approved by Owner, together with applicable delivery tickets listing all labor, materials, and equipment involved for that day, and for other services and expenditures, when authorized, concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Architect and Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through Contractor.
   b. Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Project supervision expenses, including for foremen and above, are not allowed. (iii) Materials. The report shall describe and list quantities of materials used and unit cost.
   c. Equipment. The report shall show the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily costs.
   d. Other Services and Expenditures. Other services and expenditures shall be described in such detail as Owner may require.

2. Basis for Establishing Costs
   a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of labor classifications which would increase the extra work cost will not be permitted unless Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
   b. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work site in the quantities involved, plus sales tax, freight, and delivery. Owner reserves the right to approve materials and sources of supply, or to supply materials to Contractor if necessary for the progress of the work. No markup shall be applied to any material provided by the Owner.
   c. Tool and Equipment Rental. No payment will be made for the use of tools which
have a replacement value of $100 or less or where an invoice is not provided. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental sources or distributors at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently, and when not in use could be returned to its rental source at less expense to Owner than holding it at the work site, it shall be returned, unless Contractor elects to keep it at the work site at no expense to Owner. All equipment shall be acceptable to the Architect in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d. Other Items. Owner may authorize other items which may be required on the extra work. These items include labor, services, material, and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from Contractor any of the Subcontractors. Detailed invoices covering all such items shall be submitted with the request for payment. (v) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, Owner may establish the cost of the item involved at the lowest price which was current at the time of the report.

3. Daily worker time sheets shall be approved by the Project Inspector as well as copies of all materials invoices delivered to project site for this specific change. Time sheets and copies of all material costs shall be provided with pay request for this specific change with daily approvals by Project Inspector.

E. The following form shall be used by Contractor as applicable to communicate proposed additions and deductions to the Contract Documents and use of allowances:

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Extra</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Materials (attached itemized quantity and unit costs including any sales tax.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Labor (attached itemized hours and rates)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>$ Subtotal</td>
<td></td>
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</tr>
<tr>
<td>d</td>
<td>Subcontractor's overhead and profit on the cost of work performed by sub-contractors (one lower tier) shall be a total sum not exceeding five percent (5%) of such work.</td>
<td></td>
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<td>e</td>
<td>$ Subtotal</td>
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</tr>
<tr>
<td>f</td>
<td>Subcontractor's overhead and profit on the cost of work performed by subcontractor shall be a total sum not exceeding ten percent (10%) of the cost of labor, materials, rentals, etc.</td>
<td></td>
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<tr>
<td>g</td>
<td>$ Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h</td>
<td>Contractor's overhead and profit on the cost of work excluding work by Contractor shall be a total sum not exceeding ten percent (10%) of cost of such work.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Refer to project manual “Allowances” where overhead and profit are included in base bid and alternates where occur)
Contractor’s overhead and profit on the cost of work performed by contractor without subcontractor shall be a total sum not exceeding ten percent (10%) of the cost of labor, materials, rentals, etc.

(Refer to project manual “Allowances” where overhead and profit are included in base bid and alternates where occur)

Bond Premium (Submit invoice from Bonding provider).

(Refer to project manual “Allowances” where bond premium are included in base bid and alternates where occur)

Insurance (Submit invoice from Insurance provider)

(Refer to project manual “Allowances” where bonds and insurance are included in base bid and alternates where occur)

Number of additional days time extension requested due to this time and material change. (Submit as built critical path schedule validating time extension for review and approval)

Subcontractor’s labor, material, overhead and profit shall be submitted with documentation in original form as submitted to General Contractor.

(Refer to project manual “Allowances” where overhead and profit are included in base bid and alternates where occur)

It is expressly understood that the value of such extra work or changes as determined by any of the methods herein expressly includes any and all of the contractors’ costs and expense, both direct and indirect, resulting from delays or additional time required on the project, or resulting from accelerated work to avoid delays to the project.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012600
**CONSTRUCTION REQUEST FOR INFORMATION**

**DATE:** ____________________  **RFI #** __________

**ATTN:** Jose Vargas  **PROJECT:** BC Wellness Path

3434 Truxtun Avenue Ste 240  **PROJECT#:** 550-0018

Bakersfield CA 93301

**Subject:** ____________________  **Section #:** __________

**Description:**

- __________________________________________________________________________
- __________________________________________________________________________
- __________________________________________________________________________
- __________________________________________________________________________
- __________________________________________________________________________
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- __________________________________________________________________________
- __________________________________________________________________________
- __________________________________________________________________________
- __________________________________________________________________________

- __________________________________________________________________________

- __________________________________________________________________________

☐ Clarification  ☐ Unforeseen Condition  ☐ Owner Change  ☐ Others

**Requesting Sponsor:** ____________________  **Approved by:** ____________________

**Total number of pages:** ____________________  **Contractor:** ____________________

☐ RFI has been reviewed with Project Inspector without resolution

The Architect has 15 business days after written request is received to respond to Request for Information. No delay will be recognized on account of failure of Architect to furnish such interpretations within that period. Partial response or request for clarification of Request for Information constitutes response by Architect. Claims for adjustment shall be made within 10 calendar days after occurrence of the event giving rise to such claim in writing. Date received at Architect's office of signed original claim shall constitute date received. Architect shall be reimbursed by Contractor for time at current hourly rates prevailing to respond to Request for Information that are found to be substantially answered in Construction Documents.

**ARCHITECT'S RESPONSE:**  

☐ RFI not valid  ☐ RFI valid  

**Issued RFI Response #:** __________

**MODIFICATION PROCEDURES**  

012600 - 7
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including, but not limited to,

1. Shop Drawings.
2. Product Data.
3. Samples.
4. Miscellaneous Submittals.
5. Construction Schedule.

B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

1. Applications for payment.
   a. Conditional Release
   b. Unconditional Release
2. Performance and payment bonds.
3. Insurance certificates.
4. List of Subcontractors.
5. Schedule of Values.
6. Confirmation of receipt of prevailing wage/certified payroll.
7. Preliminary notices (20-day notice).

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

   a. Allow three weeks for initial review (21 calendar days). Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
   b. If an intermediate submittal is necessary, process the same as the initial submittal.
   c. Allow two weeks (14 calendar days) for reprocessing each submittal.
   d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
   e. Time is defined as calendar days, starting from date item is received in architect's office and end with date of transmittal to General Contractor as last day of review.
f. Contractor shall have no claim for damages or extension of time due to any delay resulting from contractor having to make required revisions to shop drawings unless the Architect’s review of the drawings is delayed beyond the time provided in the contract documents and contractor can establish that the Architect’s delay is review actually resulted in a delay in Contractor’s construction schedule. Contractor shall provide a record as built schedule as proof of delays within 10 days of the event that gives rise to a delay claim.

2. All submittals shall be cross-referenced to contract documents to expedite checking. Use Project Manual’s section designation and Working Drawing’s sheet number(s).

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Submittals shall be stamped and signed by the Prime Contractor to the effect that the contents have been reviewed and approved by him and meet the requirements for this project. Submittals will not be reviewed without this approval by prime contractor.

1.4 CONTRACTOR’S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Identify critical path items throughout schedule. Submit within 15 days of the award of contract.

B. Submit with each payment request an updated construction schedule with the above item plus the following items:

1. As-built schedule of worked performed to date.
2. Adjusted schedule showing schedule to complete work.
3. Updated completion schedule.

C. Weather Delays: Contractor shall show anticipated rain, sleet, snow, wind and other weather driven delays on initial project schedule, as separate line items for each weather delay type, based upon Contractor's proposed ways and means. Refer to Project Manual herein for additional requirements.

1.5 SHOP DRAWINGS

A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, shop work manufacturing instructions, coordination drawings (for on-site use), design mix information, contractor’s engineer calculations, and similar drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11"
7. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
C. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.

1. Preparation of coordination Drawings include components previously shown in detail on Shop Drawings or Product Data.

2. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1.6 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as “Shop Drawings.”

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

   a. Manufacturer's printed recommendations.
   b. Compliance with recognized trade association standards.
   c. Compliance with recognized testing agency standards.
   d. Application of testing agency labels and seals.
   e. Notation of dimensions verified by field measurement.
   f. Notation of coordination requirements.

1.7 SAMPLES

A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, small cuts or containers of materials, color range sets, complete units of repetitively used materials, units of work to be used for independent inspection and testing, and swatches showing color, texture and pattern.

1.8 MISCELLANEOUS SUBMITTALS

A. Miscellaneous submittals are work related submittals (nonadministrative) including warranties, maintenance agreements, workmanship bonds, survey data and reports, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar work related information and materials not process as shop drawings, product data or samples.

B. Inspection and Test Reports: Classify and process each as either "shop drawing" or "product data", depending upon whether report is uniquely prepared for project or a standard publication.

C. Warranties: Refer to "Products" section for specific general requirements on warranties, product/workmanship bonds, and maintenance agreements. In addition to copies desired for Contractor's use, furnish 2 executed copies, plus additional copies where required for maintenance manuals.

D. Closeout Submittals: Refer to "project closeout" section for specific general requirements on submittal of closeout information, materials, tools, and similar items.
E. Schedule of Values: Contractor shall submit Schedule of Values per Instructions to Bidders. Refer to General Conditions for minimum list of items to be included in Schedule of Values. Changes in Schedule of Values will not be allowed after Notice to Proceed is issued, unless directed by Architect and/or Change Order items which shall carry their own value as a line item on Schedule of Values.

1.9 ARCHITECT’S ACTION

A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return.

1. Compliance with specified characteristics is the Contractor's responsibility.
2. Numerous serious corrections, or incomplete submittals, will necessitate resubmittal, in which case, only one copy will be returned with notations. Contractor shall resubmit required number of sets with corrections made with original mark-up submittal for review.

B. Conditions of Review: Architect's review is for general conformance with the design concept and contract documents. Review action on a submittal by the Architect does not in any way constitute a change order. Markings or comment shall not be construed as relieving the Contractor from compliance with the project plans and specifications, nor departures therefrom. The Contractor remains responsible for details and accuracy, for conforming an correlating all quantities and dimensions, for selecting fabrication processes for techniques of assembly, and for performing his work in a safe manner.

1. The contractor is responsible for coordination of his work with and between that of all subcontractors and trades.
2. Absolutely no deviation from the Contract Documents will be permitted without written acknowledgement from Architect of receipt and Review of Written Notification from the Contractor to the Architect accompanying this submittal of all deviations contained in this submittal.
3. The Architect's review is not the final stage of acceptance for any part of the project, nor does it relieve the Contract responsibilities.
4. Contractor shall submit an itemized list of changes of items different than specified/indicated herein and on construction documents. List shall include items that are different and omitted. In the event items are not included on list, omitted from submittal and/or different than specified; Contractor shall be responsible for providing specified item(s). Liabilities subsequent to items omitted/or different shall be responsibility of Contractor and shall be warranted a minimum of five (5) years or greater as prescribed by law. If no list in included with Shop Drawings, Architect assumes all items are as specified. Items discovered within five (5) years of Notice of Completion shall be corrected and provided by Contractor and Subcontractor at no cost to Owner.

C. Action: The Architect will identify each submittal with a uniform, self-explanatory action sheet. The sheet will be appropriately marked, as follows, to indicate the action taken:

1. No Exceptions Taken: If this box is marked, the work covered by the submittal may proceed provided it complies with the requirements of the contract documents; acceptance of the work will depend upon that compliance.
2. Make Corrections Noted: If box is marked, the work covered by the submittal may proceed provided it complies with both the Architect's/Engineer's notations or corrections to the submittal and with the requirements of the contract documents; acceptance of the work will depend on that compliance. Submit corrected copy for record.
3. Revise and Resubmit: If this box is marked, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal in accordance with the Architect's/Engineer's notations and resubmit without delay. Repeat if necessary.
4. Rejected: If this box is marked, do not proceed with the work covered by the submittal,
including purchasing, fabrication, delivery, or other activity. Revise the submittal or prepare a new submittal in accordance with the Architect's/Engineer's notations and resubmit to Architect.

a. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

5. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

6. Remarks: The review has occasioned comments that have been attached to the submittal. Process these comments as if they had been written on the submittal itself.

7. Requires Intermediate Submittal: Submittal does not meet all requirements for a complete approval. Submittal requires additional information for processing.

1.10 SUBSTITUTIONS

A. Substitution Request:

1. Cost to Contractor or Bidder for review of Substitution Request.

   a. Each review of a Substitution Request by the Architect will be billed to the submitter (Contractor or Bidder) at the current hourly rate on file at Architect's office, two hour minimum for each review, whether approved or rejected.

   The Contractor will have a thirty-five (35) day period from the contract award date, in which to review the total contract documentation and issue any substitution or clarification requests to the Architect free of any financial charge.

   The Contractor will be expected to identify any omissions, anomalies, divergence or discrepancies in the Contract Documents within this time period and so inform the Architect, in writing.

   Any such omissions, anomalies, divergence or discrepancies not identified to the Architect within this period shall be deemed to be included within the bid sum and not subject to a Change Order by the Architect.

      1) The Architect may waive the review cost if, in his sole opinion, the submittal was complete and the time involved in the review was not substantial, and it was in the best interest of the Owner.

2. Content of Request:

   a. Complete the attached Substitution Request Form (at the end of this Section), substantiating compliance of proposed substitution with Contract Documents.

   b. For products, attach to the Substitution Request Form:

      1) Product identification, including manufacturer's name and address.

      2) Manufacturer's literature including product description, performance and complete test data and reference standards.

      3) Samples.

   c. For construction methods, attach to the Substitution Request Form:

      1) Detailed description of proposed methods.

      2) Drawings illustrating methods.

   d. Attach to the Substitution Request Form an itemized comparison of proposed substitution with product or method specified.

   e. Provide long-term serviceability data comparing side by side analysis with specified materials.

   f. Provide manufacturer's experience in years with product with specific product
formulation that is to be substituted.

g. Provide certified warranty issued for this specific project including application--
precisely.

h. Provide system component analysis and statement the product is certified by
Contractor to be compatible with all other items of assemblies where
product/material/method is specified.

3. In making request for substitution, Contractor attests that:

a. Contractor has personally investigated proposed product or method, and
determined that it is equal or superior in all respects to that specified.

b. Contractor will provide the same guarantee or warranty for substitution as for
product or method specified.

c. Contractor will coordinate installation of accepted substitution into Work, making
such changes as may be required for Work to be complete in all respects.

d. Contractor waives all claims for additional costs related to substitution which
subsequently become apparent.

e. Contractor will pay all cost of Consultant to interpret physical properties to compare
substitution with specified product, if requested by Architect.

4. Submit three (3) copies of Substitution Request prior to submittals required.

B. Acceptance of Substitutions

1. Procedures:

a. The Contract is based on materials, equipment and methods described in the
Contract Documents.

b. Architect will consider proposals submitted in accordance with the Substitution
Request.

c. Substitutions will be considered when submitted within 35 days after date of
Contract.

d. Architect is solely responsible for judging the acceptance of substitutions.

e. Substitute materials, equipment or methods shall not be used unless such
substitution has been specifically approved for this Work by the Architect and DSA.

f. Substitutions will not be considered if:

1) They are indicated or implied on product submittals without formal request
submitted in accordance with Substitution Request.

2) Acceptance will require substantial revision of Contract Documents.

3) They are submitted more than 35 days after date of Contract, unless the
specified or drawing item has been verified to be discontinued or is otherwise
unavailable, or the Owner desires a cost savings for the product or system.

2. Time to review: Architect shall be allowed twenty-eight (28) calendar days to review each
substitution submittal. In the event review cannot be completed and more information is
requested by the Architect to complete this review, upon receipt of requested information,
twenty-eight (28) calendar days will be allowed for additional review after receipt of
information.

PART 2 - PRODUCTS

2.1 SUBSTITUTION REQUEST FORM

See the form attached to the end of this Section.
PART 3 - EXECUTION

3.1 GENERAL

The attached form will be reproduced by the Contractor or any of his Subcontractors for any and all proposed substitutions. No other forms will be accepted.
**SUBSTITUTION REQUEST**

**DATE:** _______________  
**Substitution Request #** _______________

**ATTN:** Jose Vargas  
3434 Truxtun Ave Suite 240  
Bakersfield CA 93301

**PROJECT:** BC Wellness Path  
**PROJECT#:** 550-0018  
**NOA DATE:** _______________

We hereby submit for your consideration the following product/manufacturer instead of the one(s) specified in the Project Manual/Plans:

<table>
<thead>
<tr>
<th>Item:</th>
<th>Section #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer</td>
<td>Sheet #:</td>
</tr>
</tbody>
</table>

**A.** Reason for not providing specified product:


**B.** Proposed Substitution:


**C.** Cost shall be shouldered by the undersigned for changes to the building design, including engineering and detailing costs caused by the requested substitution. (Negative response may cause for rejection.)

☐ Yes  ☐ No  ☐ Explain:

**D.** Provide the following with Substitution Request Package:

<table>
<thead>
<tr>
<th></th>
<th>Checklist for Architect</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Attached data includes product data, specifications, photographs, samples, code approvals and laboratory test data adequate for evaluation of request. All test data shall be complete with relevant test(s).</td>
</tr>
<tr>
<td>2</td>
<td>Attach data includes description of change to contract documents that proposed substitution will have. Include complete information on changes to drawing and/or project manual which propose substitution will require for proper installation.</td>
</tr>
<tr>
<td>3</td>
<td>Does proposed substitution affect dimensions shown on contract documents?</td>
</tr>
<tr>
<td>4</td>
<td>Does proposed substitution affect other trades and is it clear on the request form? Provide system component compatibilities.</td>
</tr>
<tr>
<td>5</td>
<td>Does proposed substitution affect local availability of service and maintenance including where nearest service representative is located and travel time to project site?</td>
</tr>
<tr>
<td>6</td>
<td>Attached cost data with detail breakdown of differential, either plus or minus.</td>
</tr>
<tr>
<td>7</td>
<td>If substitution is of higher quality, will this impact future replacement cost?</td>
</tr>
<tr>
<td>8</td>
<td>What is the impact of substitution on construction schedule?</td>
</tr>
<tr>
<td>9</td>
<td>Provide long term serviceability data compared with specified material.</td>
</tr>
<tr>
<td>10</td>
<td>Provide manufacturing experience in years with product with specified material product formation substituted.</td>
</tr>
<tr>
<td>11</td>
<td>Provide certified product warranty equal or greater to what is required for this project.</td>
</tr>
<tr>
<td>12</td>
<td>Is a consultant required to integrate physical properties to compare material/product?</td>
</tr>
<tr>
<td>13</td>
<td>Will the Substitute Manufacturer provide colors matching color selection of listed manufacturers in Project Manual?</td>
</tr>
</tbody>
</table>

*NI – Not Indicated;  N/A – Not Applicable*
E. The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The undersigned will compensate the Architect, Architect’s staff, and consulting engineers at Architect’s rate per hour for changes required to the building design, including engineering design, detailing, and construction costs caused by the requested substitution. The Architect is herein defined as any of those firms or individuals listed by reference on the Directory, including all Consultants identified herein.

2. Attach all cost data with explanations if different from Specified or Drawing item. Include in that explanation a discussion on quality or proposed substitution and cost differential.

3. Attach all cost data with explanations if different from Specified or Drawing item. Include in that explanation a discussion on quality or proposed substitution and cost differential.

4. The undersigned will pay for any subsequent changes in incorporating the proposed substitution that were not apparent at the time of approval into the Work, including compensation to the Architect and consulting agent(s) as described in item 2 above.

5. The undersigned certifies that the substituted material/product/method is compatible with all the items in the system application’s specified use in this project.

6. Failure to provide complete substitution package per above requirements are ground for rejection.

The undersigned states that the function, appearance and quality are equivalent or superior to the construction document item. The undersigned agrees to waive all claims for additional costs related to accepted substitution, including cost associated with changes to building design, engineering, or details, which may subsequently become apparent. (Negative response maybe cause for rejection.)

Submitted by: ________________________________ Approved by General Contractor: __________________________

Signature: ________________________________ Signed by: __________________________ Date: __________

Address: ________________________________ Address: __________________________

Phone: _______ Fax: _______ Phone: _______ Fax: _______

ARCHITECT’S RESPONSE:

Substitution Request #: __________

Date: __________

Reviewed by: ________________________________

Accepted – Submit as construction submittal

Accepted as noted – Submit as construction submittal

Rejected – Use specified material

Received too late – Use specified material

Remarks: ____________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

END OF SECTION 013350
1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers’ standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
2. General closeout requirements are included in Section "Project Closeout."
3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions 2 through 33
4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
5. Items that are omitted and/or different than specified/indicated herein and on Construction Documents and items not indicated as a change on Submittals, shall be warrantied as required in Section 006002.

B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

C. Notwithstanding any tests, approvals, certificates, commissioning, inspection or otherwise by the Owner, Architect or any other consultant employed by or on behalf of the employer, the Contractor shall be and remain fully and exclusively responsible and liable for ensuring that his works, and all goods and materials therein are in every respect and detail in accordance with the Contract Documents, and no such tests, approval certificates, commissioning, inspection or otherwise shall in any way diminish or negate the Contractor's responsibility or liability as foresaid.

1.3 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or...
remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

E. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.4 SUBMITTALS

A. Submit written warranties to the Architect prior to the date certified for Notice of Completion. If the Architect's Certificate of Notice of Completion designates a commencement date for warranties other than the date of Notice of Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the Work.

B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.

1. Refer to individual Sections of Divisions 2 through 33 for specific content requirements, and particular requirements for submittal of special warranties.

C. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS, the Project title or name, and the name of the Contractor.

3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

3.1 FORMS

A. Project Warranty Form, see attached.

B. Subcontractor Warranty Form, see attached.

END OF SECTION 017850
PROJECT
WARRANTY

Project: ____________________________  Date: ____________________________
Owner: ____________________________  ____________________________
Architect: ____________________________  ____________________________
Contractor: ____________________________  ____________________________
Inspector: ____________________________  ____________________________

_________________________________(Contractor) hereby warrants to the Owner that materials and equipment furnished under the Contract in the ____________________________ (Name of Project) are of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, and that the Work conforms with the requirements of the Contract Documents. Work not conforming to these requirements, including substitution not properly approved and authorized, may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

If, within ___ year(s) after the date of Notice of Completion of the Work or designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents extending this time period, and of the Work is found to be not in accordance with the requirements of the Contract Documents or proves to be defective in materials or workmanship, the Contractor expressly agrees to correct it, without expense to the Owner, promptly after receipt of written notice from the Owner or his agent to do so unless the Owner has previously given the Contractor written acceptance of the condition. This period of ___ year(s) shall be extended with respect to portions of the Work first performed after Notice of Completion by the period of time between Notice of Completion and the actual performance of Work. This obligation of the Contractor to correct the Work shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

Nothing contained in this warranty shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of ___ year(s), or special extended time periods required by the Contract Documents, for correction of the Work as described above relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.

In the event of the Contractor’s failure to comply with the conditions of this warranty within 5 days after being notified in writing by the Owner or his agent, the Contractor hereby authorizes the Owner to proceed to have said defects repaired and made good at the Contractor’s expense and the Contractor will honor and pay the costs and charges therefore upon demand.

The term “Work” means the construction and services required by the Contract Documents and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or part of the total construction performed under the Contract Documents.

Date ____________________________

Contractor

Address

Telephone

Signature of Contractor

Title
SUBCONTRACTOR WARRANTY

(Subcontractor) hereby warrants to ___________________________, (General Contractor) that materials and equipment furnished under the Contract, pursuant to Specifications Section(s) ___________________ in the _______________________________ (Name of Project) are of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, and that the Work conforms with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty excludes remedy or damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

If, within __ year(s) after the date of Notice of Completion of the Work or designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents extending this time period, and of the Work is found to be not in accordance with the requirements of the Contract Documents or proves to be defective in materials or workmanship, the Subcontractor expressly agrees to correct it, without expense to the Owner, promptly after receipt of written notice from the Contractor to do so unless the Owner has previously given the Contractor written acceptance of the condition. This period of __ year(s) shall be extended with respect to portions of the Work first performed after Notice of Completion by the period of time between Notice of Completion and the actual performance of Work. This obligation of the Subcontractor to correct the Work shall survive acceptance of the Work under the Contract and termination of the Contract. The Contractor shall give such notice promptly after discovery of the condition.

Nothing contained in this warranty shall be construed to establish a period of limitation with respect to other obligations which the Subcontractor might have under the Contract Documents. Establishment of the time period of __ year(s), or special extended time periods required by the Contract Documents, for correction of the Work as described above relates only to the specific obligation of the Subcontractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Subcontractor’s liability with respect to the Subcontractor’s obligations other than specifically to correct the Work.

In the event of the Subcontractor’s failure to comply with the conditions of this warranty within 5 days after being notified in writing by the Contractor, the Subcontractor, hereby authorizes the Contractor to proceed to have said defects repaired and made good at the Subcontractor’s expense and the Subcontractor will honor and pay the costs and charges therefore upon demand.

The term “Work” means the construction and services required by the Contract Documents and includes all other labor, materials, equipment and services provided by the Subcontractor to fulfill the Subcontractor’s obligations. The Work may constitute the whole or part of the total construction performed under the Contract Documents.

Date _________________________

_________________________________ (Signature of Contractor)

Address

Telephone

Date _________________________

Contractor

Address

Telephone

Signature of Contractor

Title
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section requires the selective removal and subsequent offsite disposal, unless noted otherwise, but not limited to, the following:

1. Demolition and removal of selected site elements.
2. Salvage of existing items to be reused or recycled.
3. Removal of existing items indicated on Drawings and miscellaneous items required to complete project.
4. Sawcutting and removal of drive approaches, sidewalks, curbs, gutters and related items.
5. Removal of lawn, shrubs, plants and irrigation system.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 SUBMITTALS
A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Schedule indicating proposed sequence of operations for selective demolition work to Architect for review prior to start of work with starting and ending dates for each activity. Include coordination dates for shutoff, capping, and continuation of utility services as required for review and approval by Architect and Owner.

1. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
2. Coordinate with Owner's continuing occupation of portions of existing facilities and with Owner's partial occupancy of completed work. Provide dates of partial occupancy availability of portions of work for owner's use.

C. Digital photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. Provide copies in submittal; provide copy on USB drive prior to start of work.

1.6 JOB CONDITIONS

A. Occupancy: Owner will occupy portions of the site immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities that will affect Owner's normal operations.

1. Refer to Section “Summary of Work” for limitations on noise generations, access and other restrictions.

B. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.

1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to occupied portions of building.

C. Damages: Promptly repair damages caused to adjacent facilities by demolition work.

D. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

E. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.

2. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

F. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

PART 2 - PRODUCTS (Not Applicable)

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

3.2 DEMOLITION

A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.

B. Demolition work that generates noise shall be scheduled around schedule of occupied rooms within 125 feet of work to be done. This work may have to be done during after hours, evenings and weekends, depending on occupancy schedules. Verify with Director of Facilities prior to scheduling any noise-generating demolition. See Section 011000 for additional requirements. Obtain approvals in writing from Director of Facilities for any work during occupied hours within 125 feet of occupied spaces.

3.3 CLEANUP AND REPAIR

A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas soft broom clean.

1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent
construction or surfaces soiled or damaged by selective demolition work.

2. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes, but is not limited to, the following:

1. This Section specifies cast-in-place concrete, including formwork, reinforcing, placement procedures and finishes for concrete.
2. Concrete footings/bases for miscellaneous items on site.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Concrete mix design from an approved laboratory signed by a Civil or Structural Engineer licensed in the State of California. Mix designs shall indicate compliance with applicable sections of Chapter 19A of the 2013 CBC.

C. The cost of testing all materials, including aggregate grading in conjunction with mix designs shall be paid by the Owner. The Contractor shall cooperate in furnishing test materials so that tests may be completed prior to their installation.

1.4 QUALITY ASSURANCE

A. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. ACI 318, "Building Code Requirements for Reinforced Concrete."
2. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
3. Title 24, Part 2 CCR 2013, Chapter 19A.

B. No work of this Section shall be covered until inspected by the Project Inspector.

1. Project Inspector shall be notified a minimum of 3 days prior to placing structural concrete and be given opportunity to review rebar and form placement.
2. Project Inspector shall be present during concrete pour and the application of concrete curing processes.

PART 2 - PRODUCTS
2.1 FORM MATERIALS

A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.

B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

C. Form Coatings: Provide commercial formulation form-coating compounds with a maximum VOC of 350 mg/l that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars: Shall be deformed bars conforming to ASTM A615, Grade 60 unless noted otherwise; #4 and smaller bars may be grade 40. Reinforcing bars intended for welding shall conform to ASTM A706 (Grade 60). Reinforcing steel that is required to be re-bent shall be ASTM A615, Grade 40.

B. Smooth dowels shall be ASTM A 36, steel.

C. Steel Wire: ASTM A 82, plain, cold-drawn steel.

D. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire-bar-type supports complying with CRSI specifications in above grade applications.

1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
2. For concrete cast against earth, reinforcing steel shall be supported by appropriately sized precast concrete blocks with integral wire ties.

2.3 CONCRETE MATERIALS

A. Portland Cement: Type V or Type II/V, ASTM C 150, and CBC Sec. 1903A.1.
1. The cement shall not contain more than 0.60% total alkali when calculated as Sodium Oxide.
2. Cement shall be stored in such a manner as to protect it from inclusion of foreign material and damage by moisture. Only one (1) brand of cement shall be used for this work.

B. Fly Ash: Shall conform to ASTM C618, Type “F” and CBC 1903A.4 except that loss on ignition shall not exceed 4%.

C. Normal Weight Aggregates: Aggregate shall conform to ASTM C33, CBC Sec. 1903A.1, Table I below and following. Provide non-reactive aggregate from a single source for all concrete used in this project. Reactivity testing of aggregate (coarse and/or fine) will be required if, in the opinion of the Structural Engineer and/or DSA, the source is questionable. The basis for acceptance of aggregate shall be that all samples of fine and coarse aggregate shall be determined “innocuous” by testing in accordance with ASTM C289.
1. Do not use fine or coarse aggregates containing spalling-causing deleterious substances. Aggregate that is known or determined to be reactive in the presence of cement alkalies shall not be incorporated in the work.

2. Fine aggregate shall consist of a washed natural sand of hard, strong and durable particles and which does not contain more than two percent (2%) by weight of deleterious substances such as clay lumps, shale, schist, alkali, mica, coated grains, or soft and flaky particles. Fine aggregate shall be graded uniformly from fine to coarse and when combined with coarse aggregate shall meet the requirements of Table 1 below.

3. Coarse aggregate shall consist of a clean, hard, fine grained, sound crushed rock, or washed gravel. It shall contain not more than five percent (5%) by weight of flat, thin, elongated, or laminated material nor more than two percent (2%) by weight shale or charty material. Coarse aggregate shall be graded uniformly from one fourth inch (1/4") in size to maximum size and when combined with fine aggregate shall meet the requirements of Table 1 below.

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<tr>
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<tbody>
<tr>
<td>Woven Wire Cloth</td>
<td>1-1/2&quot; Max</td>
<td>1&quot; Maximum</td>
<td>3/4&quot; Maximum</td>
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<tr>
<td>Passing a 1-1/2&quot;</td>
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<tr>
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<td>Passing a 3/8&quot;</td>
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<td>Passing a #100</td>
<td>0-3</td>
<td>0-5</td>
<td>0-5</td>
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</table>

D. Aggregate Size:

Type of Work | Max. Aggregate Size
--- | ---
Floor slabs on grade | 1"
All other concrete | 1"

E. Water: Shall be clean and free from deleterious acids, alkali, oil and organic matter and shall be potable.

F. Water-Reducing Admixture: ASTM C 494, Type A. Admixtures, other than those pre-approved (below) shall be the types with prior DSA approval.

1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include but are not limited to the follow:
   a. Grace WRDA-64.
   b. Pozzolith 322-N

2.4 RELATED MATERIALS

A. Water-Based Acrylic Membrane Curing Compound: Complying with ACI 308 and ASTM C1315,
Type 1, Class A for exposed concrete floor, Class B for non-exposed concrete floor. The compound, when applied at the rate recommended by the manufacturer, shall restrict the loss of water to not more than 0.40 kg/m². The compound shall not reduce the bonding effectiveness of adhesives of commonly used or specified herein to adhere flooring materials to the concrete.

1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:

B. Epoxy Adhesive: ASTM C 881, two-component material suitable for use on dry or damp surfaces. Provide material "Type," "Grade," and "Class" to suit project requirements.

1. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
   a. "Burke Epoxy M.V.,” The Burke Co.
   c. "Euco Epoxy System #452 or #620," Euclid Chemical Co.
   d. "Epoxitite Binder 2390,” A.C. Horn, Inc.
   e. "Epabond,” L&M Construction Chemicals, Inc.
   g. "Sikadur 32 Hi-Mod,” Sika Corp.
   h. "Rezi-Weld 1000,” or "Gel Paste,” W. R. Meadows, Inc.

2.5 PROPORTIONING AND DESIGN OF MIXES

A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301 and CBC 1905A.2. If trial batch method used, use an independent testing facility acceptable to the Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing.

1. Concrete design mix(es) shall be prepared, signed and stamped by an independent California registered civil engineer.
2. Mix design shall indicate compliance with applicable section of CBC 2013 Chapter 19A.

B. Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until proposed mix designs have been reviewed by the Architect and approved by lab of record.

C. Design mixes to provide normal weight concrete with the following properties, as indicated on drawings and schedules:

1. 4000-psi, 28-day compressive strength; water/cement ratio, 0.42 maximum (non-air-entrained), shall be at least 2400-psi at 7-day. Minimum cement content 6.2 sacks per cubic yard.

D. Proportions: The Contractor shall propose to the Architect Laboratory Designed Mixes based on the following limitations: The mix design shall be approved prior to use. The relative amounts of cement, fine and coarse aggregate and mixing water shall be determined by a testing laboratory in accordance with CBC 1905A.3 or 1905A.4. The concrete ready-mix supplier shall pay the
costs of concrete mix designs, excluding the cost of aggregate gradation analysis where required.

E. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by the Architect, and Laboratory before using in work.

F. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:

1. The amount of mixing water used (including free moisture carried by the aggregate) shall not exceed the maximum allowed by the approved mix design. The addition, the amount used shall be the minimum necessary to produce the following maximum allowable slumps:

   Slabs............................4"
   Other.............................4"

   The slump test shall conform to ASTM C-143.

2.6 CONCRETE MIXING

A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as specified. Use a single source for all concrete incorporated in the project.

1. Transit Mixed Concrete shall be mixed and delivered in accordance with the requirements of ASTM C-94 and CBC 1905A. Transit mixed concrete shall not be delivered to the work with the total specified amount of water incorporated therein. Two and one-half (2-1/2) gallons of water per cubic yard shall be withheld but may be incorporated in the mix under the supervision of the representative of the Architect. Transit mixed concrete shall be mixed for a period of not less than ten (10) minutes at a peripheral drum speed of approximately two hundred (200) feet per minute and mixing shall be continued until discharge is complete. Concrete will be rejected if not discharged within one and one-half (1-1/2) hours during normal weather or forty-five (45) minutes during hot weather after the addition of cement to the aggregates. The manufacturer of the transit mixed concrete shall furnish with each mixer truck a certificate stating the quantity of cement, water, fine aggregate, coarse aggregate and admixture (if used) in each batch delivered to the job.

PART 3 - EXECUTION

3.1 GENERAL

A. Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

3.2 FORMS

A. General: Design, erect, support, brace, and maintain formwork to support vertical and lateral, static and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment,
Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent leakage of cement paste. The arrangement and construction shall be subject to the approval of the Engineer, but responsibility for adequacy of the forms shall rest with the Contractor.

Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retighten forms and bracing before concrete placement as required to prevent mortar leaks and maintain proper alignment.

3.3 PLACING REINFORCEMENT

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as herein specified.

1. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Architect.

D. Place reinforcement:

1. Reinforcing shall be accurately placed in accordance with the drawings and meeting CRSI and shall be securely tied in position with at least No. 16 gage annealed wire at all bar intersections except that in floor slabs on grade bars shall be tied at alternate intersections. Metal chairs and bolsters shall be used to hold all steel above the form bottoms at the proper distance. Metal spacers shall be used to secure the proper spacing of the steel. Precast concrete blocks shall be used to support reinforcing steel off the ground in footings and slabs at 36” o.c. max. The clear distance between parallel bars shall not be less than 1-1/2 times the bar diameter, but in no case less than 1-1/2” nor less than 1-1/3 times the maximum size of coarse aggregate.
2. Splices shall be made with a lap of at least Class "B" unless noted otherwise. Do not locate splices at control joints. The bars shall be placed in contact and wired together in such a manner as to maintain a clearance of not less than the minimum clear distance to the other bars and to the surface of the concrete. In general, stagger splices at least 4'-0". Vertical reinforcing steel shall be spliced only where specifically detailed. Splice wire mesh with a lap of at least the dimension of one mesh +2". Welded splices shall be in accordance with CBC 1908A.1.6.

3. The bending and placing of all reinforcement shall conform to the "Manual of Standard Practice" of the American Concrete Institute and CRSI. Bends shall be made as indicated on the drawings. Bars shall be bent cold.

E. No unprotected aluminum embedments.

1. Coat all aluminum embedments with bituminous coating or approved equal.

3.4 JOINTS

A. Construction Joints: Shall be cleaned and roughened per CBC 1906A.4. Locate and install construction joints (expansion joints) as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to Architect.

1. The location of construction joints shall be as shown on the plan or as approved by the Architect. Vertical construction joints shall be keyed.

2. Maximum spacing shall be 20 feet on center for curbs and gutters, 10 feet on center for mow strips, and exterior slabs on grade (see below, also) 20 feet on center for retaining walls. Refer to drawings for more restrictive requirements.

B. Control (Contraction) Joints in Slabs-on-Grade: Construct control joints in slabs-on-grade to form panels of patterns as shown.

1. Form slab control joints by inserting premolded plastic, by deep tooling, by "Soff-Cutting" or by other specifically detailed methods. In slab that will remain exposed, tool joints and slab edges round. After concrete has cured, remove inserts and clean groove of loose debris.

2. Joints in concrete slabs on grade shall be spaced a maximum of 12'-0" o.c. (or less where shown on the plans).

3. Joint sealant material is specified in Division 7 Sections of these specifications.

3.5 INSTALLATION OF EMBEDDED ITEMS

A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.

B. General: Comply with ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.

3.6 PREPARATION OF FORM SURFACES

A. General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before reinforcement is placed.

3.7 CONCRETE PLACEMENT
A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Concrete shall not be placed until forms and rebar have been inspected by the Project Inspector. Project Inspector will confirm moisture content level of base material prior to placement of concrete, see requirement herein.

B. General: Comply with ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.

C. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete to avoid segregation at its final location.

D. Concrete shall be used while fresh and before it has taken an initial set. Retempering partially hardened concrete with additional water will not be permitted. Concrete shall be placed in horizontal layers of such thickness that can be satisfactorily consolidated with vibrators. The concrete shall be placed as nearly as possible in its final position and the use of vibrators for extensive shifting of fresh concrete shall not be permitted. Fresh concrete shall not be permitted to fall more than six feet (6'-0") without the use of adjustable length pipes or "elephant trunks". The use of chutes in conveying concrete will not be permitted except with the Architect's approval and only if segregation does not occur and concrete of proper consistency flows freely. Once concreting is started, it shall be carried on as a continuous operation at such a rate that the concreting surface is at all times plastic and flows readily until the section is completed between pre-determined construction joints.

E. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

F. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

G. Cold-Weather Placing: Comply with provisions of ACI 306, CBC 1905.12 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

H. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.

I. Hot-Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305, CBC 1905.13 and as herein specified.

J. Moisture content of base material under concrete shall be as prescribed herein and confirmed by project inspector immediately prior to casting concrete. Base material shall be removed and replaced with dampened sand meeting this limitation if the upper limit is exceeded prior to casting.

3.8 FINISH OF FORMED SURFACES

A. Rough Form Finish: For formed concrete surfaces not exposed to view in the finish work or concealed by other construction. This is the concrete surface having texture imparted by
form-facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.

B. Smooth Form Finish: For formed concrete surfaces exposed to view or to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.

END OF SECTION 033005
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes, but is not limited to, surface preparation and field painting of the following:

1. Exposed exterior items and surfaces.

B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.

C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1.3 DEFINITIONS

A. General: Standard coating terms defined in ASTM D 16 apply to this Section.

1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.

2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60-degree meter.

3. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter.

4. Semigloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.

5. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.

1.4 SUBMITTALS

A. Product Data: For each paint system specified. Include block fillers and primers.

1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer’s catalog number and general classification.

2. Certification by the manufacturer that products supplied comply with federal, state and local regulations controlling use of volatile organic compounds (VOCs).

B. Samples for Initial Selection: Manufacturer’s color charts showing the full range of colors available.
for each type of finish-coat material indicated.

C. Samples for Verification: Of each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.

1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
3. Submit Samples on the following substrates for the Architect's review of color and texture only:
   a. Concrete: Provide two 4-inch- (100-mm-) square samples for each color and finish.
   b. Ferrous Metal: Provide two 4-inch- (100-mm-) square samples of flat metal and two 8-inch- (200-mm-) long samples of solid metal for each color and finish.

D. Project Closeout Requirement:

1. Extra materials.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:

1. Product name or title of material.
2. Product description (generic classification or binder type).
3. Manufacturer's stock number and date of manufacture.
4. Contents by volume, for pigment and vehicle constituents.
5. Thinning instructions.
6. Application instructions.
7. Color name and number.
8. VOC content.

B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.

1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.7 PROJECT CONDITIONS

A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F (10 and 32 deg C).
B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F (7.2 and 35 deg C).

C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

1.8 EXTRA MATERIALS

A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint 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 extra paint materials in the quantities indicated below:
   a. Exterior: Two (2) gallons unopened of each color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in the paint schedules.

B. Manufacturers Names: The following manufacturers are referred to in the paint schedules by use of shortened versions of their names, which are shown in parentheses:

   1. PPG Paints (PPG).

2.2 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer’s best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer’s product identification will not be acceptable.

1. Proprietary Names: Use of manufacturer’s proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer’s material data and certificates of performance for proposed substitutions.
C. Colors: Provide color selections made by the Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.

1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

3.2 PREPARATION

A. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.

1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

B. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.

1. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Steel Structures Painting Council's (SSPC) recommendations.
   a. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
   b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
   c. Apply stripe coat (second coat of primer) on edges, bolts, angles, and welds.

2. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

C. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.

1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign
materials and residue.
2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
3. Use only thinners approved by paint manufacturer and only within recommended limits.

3.3 APPLICATION

A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.

1. Paint colors, surface treatments, and finishes are indicated in the schedules.
2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
3. Provide finish coats that are compatible with primers used.
4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, covers for finned-tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.

B. Scheduling Painting: 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.

1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
2. Omit primer on metal surfaces that have been shop primed and touchup painted.
3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.

C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required, except on smooth metal surfaces.
3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required. Use spray equipment on smooth metal surfaces.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
G. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

H. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.

I. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 CLEANING

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

1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.5 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.

B. Provide “Wet Paint” signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.

1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.6 SHEEN SCHEDULE - OPAQUE FINISH

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<td>Semi-gloss</td>
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<tr>
<td>Concrete Markings</td>
<td>Custom</td>
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3.7 EXTERIOR PAINT SCHEDULE

A. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items.

a. Primer: Rust-inhibitive metal primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.3 mils (0.033 mm).

1) PPG: 90-912 Series Pitt-Tech Plus Interior/Exterior Primer/Finish DTM.
3) P & L: Verify name of product.

b. First and Second Coats: Semigloss, exterior, acrylic-latex enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.6 mils (0.066 mm).

1) PPG: 90-1210 Series Pitt-Tech Plus Interior/Exterior Semi-Gloss DTM.
3) P & L: Z/F 3100 Series Aqua Royal Latex House & Trim Finish.

B. Zinc-Coated Metal: Provide the following finish systems over exterior zinc-coated (galvanized) metal surfaces:


a. Primer: Galvanized metal primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm).

3) P & L: Z/F 1003 Supreme "3" Interior/Exterior Latex Metal Primer.

b. First and Second Coats: Semi-gloss, exterior, acrylic-latex enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.6 mils (0.066 mm).

1) PPG: 90-1210 Series Pitt-Tech Plus Interior/Exterior Semi-Gloss DTM.
3) P & L: Z/F 3100 Series Aqua Royal Latex House & Trim Finish.

C. Concrete: Provide the following finish systems over exterior concrete surfaces:

2. Pro-Park Water borne Traffic marking Paint (or EQUM)

a. First and Second Coats: Paint to be spray applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness.

END OF SECTION 099000
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes, but not limited to, the following items:
   1. Panel signs.
   2. Exterior signs mounted on post.

B. Related Sections: The following sections contain requirements that relate to this section:
   1. Division 10 Section "Exterior Post and Panel Signs" for exterior signs.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of the Contract and Division 1 Specification Sections.

B. Product Data: Include manufacturer's construction details relative to materials, dimensions of individual components, profiles, and finishes for each type of sign required.

C. Shop Drawings: Provide shop drawings for fabrication and erection of signs. Include plans, elevations, and large-scale sections of typical members and other components. Show anchors, grounds, reinforcement, accessories, layout, and installation details.

D. Project Closeout Requirements:
   1. Cleaning and maintenance data.

1.4 QUALITY ASSURANCE

A. Design Criteria: The drawings indicate size, profiles, and dimensional requirements of signs and are based on the specific design indicated. Signs by other manufacturers may be considered provided that deviations in dimensions and profiles are minor and do not change the design concept as judged by the Architect. The burden of proof of equality is on the proposer.

1.5 PROJECT CONDITIONS

A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication to ensure proper fitting. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay.
B. Sign Contractor shall meet with Architect and Owner, at project site at no cost, to discuss text of signs and review optional text to fit format of signs.

1.6 WARRANTY

A. All signs shall be under warranty for peeling, fading, defects, and cracking for five (5) years from Notice of Completion date.

B. The warranty submitted under this Section shall not deprive the Owner of other rights or remedies that the Owner may have under other provisions of the Contract Documents and is in addition to and runs concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers and specific designs on Drawings are not limited to, the following:

1. Manufacturers of Panel Signs:
   a. ASI Sign Systems, Inc.
   b. Acclaim Signs (530) 346-9660
   c. Apco Signs (404) 688-900 apcosigns.com

2.2 PANEL SIGNS

A. Panel Signs: Comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.

   1. Produce smooth, even, level sign panel surfaces, constructed to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch measured diagonally to match campus standards.

B. Brackets: Fabricate brackets and fittings for bracket-mounted signs from extruded aluminum to suit sign panel construction and mounting conditions indicated. Factory-paint brackets in a color matching the campus color of the sign panel.

C. Graphic Content and Style: Provide sign copy that complies with the requirements indicated for size, style, spacing, content, position, material, finishes, and colors of letters, numbers, and other graphic devices.

2.6 FINISHES

A. Colors and Surface Textures: For exposed sign material that requires selection of materials with integral or applied colors, surface textures or other characteristics related to appearance, provide color matches indicated, or if not indicated, as selected by the Architect from the manufacturer's
standards.

B. Metal Finishes: Automotive finish paint system. PPG Deltron with compatible primers and additives. Architect will accept electrostatic powder coating finish – exterior grade as acceptable finish.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Locate sign units and accessories where indicated, using mounting methods of the type described and in compliance with the manufacturer's instructions.

1. Install signs level, plumb, and at the height indicated, with sign surfaces free from distortion or other defects in appearance.

3.2 CLEANING AND PROTECTION

A. At completion of the installation, clean soiled sign surfaces in accordance with the manufacturer's instructions. Protect units from damage until acceptance by the Owner.

END OF SECTION 101423
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes, but not limited to, the following:

   1. Nonilluminated panel type post and panel exterior signs.

B. Related Sections: The following sections contain requirements that relate to this Section:

   1. Division 3 Section "Cast-in-Place Concrete" for concrete fill in post holes.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of the Contract under Division 1 and Specification Sections.

B. Product Data: Include manufacturer's construction details relative to materials, dimensions of individual components, profiles, and finishes for each type of sign required. Provide manufacturer's recommendations for maintenance and cleaning requirements for exterior sign surfaces.

C. Shop Drawings: Include plans, elevations, and not less than 3/4-inch scale sections of typical members and other components. Show anchors, reinforcement, accessories, layout, and installation details.

   2. Provide message list, including not less than half-size details of wording and lettering layout. Include full-size details of special graphics.

      a. Furnish full-size templates for cutout letters, numbers, and other graphic symbols.

   3. Provide setting drawings, templates, and directions for installation of anchor bolts and other anchors to be installed as a unit of Work in other Sections.

D. Samples: For each sign component provide the following samples showing finishes, colors, and surface texture.

   1. For initial selection of color, pattern, and texture:

      a. Graphic Symbols: Manufacturer's color charts showing full range of colors available. Include representative samples of available type styles and graphic symbols. (No die cut vinyl letters, all graphics shall be screened/ paint.)
1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who is an authorized representative of the sign manufacturer and has completed installation of exterior post and panel signs similar in material, design, and extent to those indicated for the Project and that has resulted in construction with a record of successful in-service performance.

1. The installer shall be capable of providing replacement message bars within 10 working days of receipt of an order.

B. Single-Source Responsibility: Obtain exterior post and panel signs from one source from a single manufacturer.

C. Design Concept: The drawings indicate the size, profiles, and dimensional requirements of post and panel signs and are based on the specific type and model indicated. Signs by other manufacturers may be considered provided deviations in dimensions and profiles are minor and do not change the design concept as judged by the Architect. The burden of proof of equality is on the proposer.

1.5 DELIVERY AND HANDLING

A. Delivery: Proved protective covering or crating as recommended by the manufacturer to protect sign components and surfaces against damage during transportation and delivery.

1. Coordinate time of delivery so that pylon signs can be installed within 24 hours of receipt at the project site.

B. Handle signs carefully to prevent breakage, surface abrasion, denting, soiling, and other defects. Comply with the manufacturer's handling instructions for unloading components subject to damage.

1. Inspect sign components for damage upon delivery. Do not install damaged sign components. Repair minor damage to signs, provided the finished repair is equal in all respects to the original work and is acceptable to the Architect; otherwise remove and replace damaged sign components.

1.6 WARRANTY

A. All signs shall be under warranty for peeling, fading, defects and cracking for five (5) years from Notice of Completion date.

B. The warranty submitted under this Section shall not deprive the Owner of other rights or remedies that the Owner may have under other provisions of the Contract Documents and is in addition to and runs concurrent with other warranties made by the Contractor under requirements of the Contract Documents.
PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:

1. APCO Graphics Inc. - (404) 688-9000
2. ASI Sign Systems, Inc.
3. Acclaim Signs - (530) 346-9660

2.2 MATERIALS

A. Aluminum Sheet or Plate: Provide alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated and with not less than the strength and durability properties specified in ASTM B 209 for 5005-H15.

B. Aluminum Extrusions: Provide alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated and with not less than the strength and durability properties specified in ASTM B 221 for 6063-T5.

C. Steel Tubing: Provide cold-formed steel tubing conforming to ASTM A 500, Grade B.

D. Steel Tubing: Provide cold-formed steel tubing conforming to ASTM A 500, Grade B, hot-dipped galvanized after fabrication with a minimum of 2.0-oz. zinc per sq. ft. of surface area conforming with ASTM A 123.

E. Fasteners: Unless otherwise indicated, use concealed fasteners fabricated from metals that are noncorrosive to either the sign material or the mounting surface.

F. Anchors and Inserts: Use nonferrous metal or hot-dipped galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete.

G. Paint: Paint for post and signs shall be automotive type paint. Provide PPG primer/sealer. (Architect will accept electrostatic powder coating with UV protection as acceptable alternative.)

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

   a. Electrostatic powder coating, exterior painting with UV protective coat.

2.11 COMPONENTS

E. Posts: Schedule 40 square aluminum posts in length adequate for mounting method specified. Include post caps, fillers, spacers, junction boxes, access panels, and related accessory items required for a complete installation. Comply with the following requirements for post shape, finish, and mounting method indicated:
BC WELLNESS PATH (28F761)

2. Size: 3-⅛” Schedule 40.
3. Finish: Electrostatic powder coating.

F. Panels: Provide smooth, even, level sign panel surfaces constructed to remain flat under installed conditions within.

1. Unframed Single-Sheet Panels: Provide unframed single-sheet sign blades with custom edges and smoothly finished to conform with the following requirements:
   
b. Panel Material: ¼” thick aluminum blades.
      1) Finish: Electrostatic powder coating.
   
c. Edge Condition: See drawings.
   
d. Corner Condition: See drawings.

G. Graphic Content and Style: Provide sign copy to comply with the requirements indicated for sizes, styles, spacing, content, positions, materials, finishes, and colors of letters, numbers, symbols, and other graphic devices.

2.12 FABRICATION

A. Posts: Fabricate posts to lengths required for mounting method indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Furnish templates, anchor bolts, internal reinforcing, and other items required to be set in concrete post foundations at proper time for setting.

3.2 INSTALLATION

A. General: Locate sign units and accessories where indicated, using mounting methods of the type described and in compliance with the manufacturer’s instructions.

B. Excavation: In firm undisturbed or compacted soil, drill or (using a post-hole digger) hand-excavate holes for posts to diameters and spacing indicated.

C. Setting Posts: Center and align posts in holes 3 inches above bottom of the excavation.

   1. Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment and hold in position until concrete has achieved its initial set.

D. Install signs level, plumb, and at the height indicated, with sign surfaces free from distortion or other defects in appearance.
3.3 CLEANING

   A. At completion of the installation, clean soiled surfaces of sign units in accordance with the manufacturer's instructions.

3.4 PROTECTION

   A. Protect installed sign units from damage until acceptance by the Owner.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 0 & 1 Specification Sections, apply to this section.

1.2 SUMMARY

A. This section includes, but not limited to, the following:
   1. Extent of Portland cement concrete paving is shown on drawings:
      a. Broom finish Portland Cement Concrete Paving.
      b. Miscellaneous footing(s) for items.
      c. Design build grades
      d. Thrust blocks.

B. Related sections include the following:

   1. Concrete and related materials are specified in Division 3, Section "Cast-in-Place Concrete".

1.3 SUBMITTALS

A. Provide samples, manufacturer's product data, test reports, and materials' certifications as required in referenced sections for concrete and joint fillers and sealers.

B. Provide field samples of concrete finishes for Architect's review. Coordinate samples with Architect's normally scheduled job visits.
   1. Provide 4 foot square sample of each finish type. Allow for multiple variations of each finish - (3) maximum variations.

C. Design Built Grades: Contractor shall submit to Architect existing and proposed grades. Architect shall review with comments, if any. Contractor shall make changes to grades as indicated in Architect's comments. Submit for final review/approval.

1.4 QUALITY ASSURANCE

A. Codes and Standards: Comply with local governing regulations if more stringent than herein specified.

B. All site components i.e. yard boxes, grates, utility boxes and other items shall be ADA compliant and installed within ADA requirements.
1.5 JOB CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

1. Use flexible spring steel forms or laminated boards to form radius bends as required.

B. Coat forms with a nonstaining form release agent that will not discolor or deface surface of concrete.

C. Reinforcing Bars: Deformed steel bars, ASTM A 615, Grade 60.

D. Fabricated Bar Mats: Welded or clip-assembled steel bar or rod mats, ASTM A 184. Use ASTM A 615, Grade 60 steel bars, unless otherwise indicated.

E. Joint Dowel Bars: Plain steel bars, A36. Cut bars true to length with ends square and free of burrs.

F. Concrete Materials: Comply with requirements of applicable Division 3 sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.

G. Expansion Joint Materials: Comply with requirements of applicable Division 7 sections for preformed expansion joint fillers and sealers.

H. Clear Liquid-Membrane Forming and Sealing Curing Compound: Comply with ASTM C 309, Type I, Class B, limited to maximum solvent content 1.6 pound per gallon, unless other type acceptable to Architect. Moisture loss no more than 0.055 gr./sq. cm. when applied at 200 sq. ft./gal.

1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to the following:

   b. "Aqua Cure"; Euclid Chemical Co.
   e. "Dress and Seal"; L & M Construction Chemicals.

I. Epoxy Adhesive: ASTM C 881, 2-component material suitable for use on dry or damp surfaces. Provide material "Type", "Grade", and "Class" to suit project requirements.

1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include but are not limited to the following:
Preformed Expansion Filler: Composed of cellular fibers securely bonded together and uniformly saturated with asphalt. It is non-extruding, resilient and when compressed to half its thickness, with a minimum recovery of 70%, will not deform, twist or break with ordinary handling.

1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:


2.2 CONCRETE MIX, DESIGN, AND TESTING

A. Comply with requirements of applicable Division 3 sections for concrete mix design, sampling and testing, and quality control and as herein specified.

B. Design mix to produce normal-weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water-reducing admixture (superplasticizer), air-entraining admixture, and water to produce the following properties:

1. Compressive Strength: 4000 psi, minimum at 28 days, unless otherwise indicated.
2. Slump Limits: 3 inches for other concrete.
3. Air Content: 5 to 8 percent based on size of aggregate.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

A. Remove loose material from compacted subgrade surface immediately before placing concrete.

3.2 FORM CONSTRUCTION

A. Set forms to required grades and lines, braced and secured. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check completed formwork for grade and alignment to following tolerances:

1. Top of forms to create a concrete grade tolerance of not more than 1/8 inch in 10 feet.
2. Vertical face on longitudinal axis, not more than 1/4 inch in 10 feet.

C. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.
D. Slope step treads at 1/8 inch per foot to drain. Provide metal nosing at all steps with more than 1 riser, where indicated.

3.3 REINFORCEMENT

A. Locate, place and support reinforcement as specified in Division 3 sections, unless otherwise indicated.

3.4 CONCRETE PLACEMENT

A. General: Comply with requirements of Division 3 sections for mixing and placing concrete, and as herein specified.

B. Do not place concrete until subgrade and forms have been checked for line and grade. Moisten subgrade if required to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

C. Place concrete by methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

D. Use bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

E. Deposit and spread concrete in a continuous operation between transverse joints as far as possible. If interrupted for more than 1/2 hour, place a construction joint.

F. When adjacent pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained sufficient strength to carry loads without injury.

3.6 JOINTS (SEE DRAWINGS FOR MORE RESTRICTIVE SPACING)

G. General: Construct expansion, weakened-plane (contraction), and construction joints true to line with face perpendicular to surface of concrete. Construct transverse joints at right angles to the centerline, unless otherwise indicated.

H. When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.

I. Weakened-Plane (Contraction) Joints: Provide weakened-plane (contraction) joints, sectioning concrete into areas as shown on drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:

1. Tooled Joints: Form weakened-plane joints in fresh concrete by grooving top portion with a recommended cutting tool and finishing edges with a jointer.

J. Construction Joints: Place construction joints at end of placements and at locations where placement operations are stopped for more than 1/2 hour, except where such placements terminate at expansion joints.
1. Construct joints as shown.
2. Provide load transfer-slip dowel devices--#4 min. size @ 18” o.c. min., install so that one end of each dowel bar is free to move. Provide at all construction joints.

K. Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects, unless otherwise indicated.

1. Locate expansion joints as indicated on drawings or 20’ maximum, whichever is less.
2. Start/finish of all radius and direction changes.
3. Locate expansion joints as indicated on drawings for concrete paving or 20’ maximum any direction--whichever is less.

L. Extend joint fillers full width and depth of joint, not less than 1/2 inch or more than 1 inch below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.

M. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.

N. Protect top edge of joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joint.

O. Fillers and Sealants: Comply with requirements of applicable Division 7 sections for preparation of joints, materials, installation, and performance.

3.7 CONCRETE FINISHING

A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical screeding and floating is not possible. Adjust floating to compact surface and produce uniform texture.

1. Where medium or heavy broom finishes are required or indicated, concrete must be tamped to avoid brooming operations from exposing large aggregate.

B. After floating, test surface for trueness with a 10-ft. straightedge. Distribute concrete as required to remove surface irregularities, and reslot repaired areas to provide a continuous smooth finish. No level deviation between pours will be accepted unless details on Plans specifically require.

C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2-inch radius, unless otherwise indicated. Eliminate tool marks on concrete surface.

D. After completion of floating and when excess moisture or surface sheen has disappeared, complete troweling and finish surface as follows:

1. Where non-slip aggregate is required or indicated, (in addition to above during floating) dust surface with 7.5 lbs of aggregate chips per 100 sq.ft. evenly. Do not wet non-slip aggregate prior to installation.
2. Hard trowel aggregate chips to imbed into concrete surface.
4. Broom finish as indicated; otherwise finish concrete smooth, free of tool marks and voids in surface.
a. Broom finish- use fine, medium or heavy bristled broom specifically designed for type of concrete finish indicated.
   
   1) Medium broom finish on all surfaces less than 6% slopes.
   2) Heavy broom finish on all surfaces 6% and greater slopes.

b. Broom from one direction only. Broom a complete section at one time. Do not broom previously broomed section at a later time. This will produce a color and texture variation that may be cause for rejection.

c. Provide a uniform finish throughout entire concrete operations of type of finish indicated. Provide line texture acceptable to the Architect.

d. Medium broom finish on all surfaces less than 6% slope.

e. Heavy broom finish on all surfaces greater than 6% slope.

5. Broom finish:

a. For fine broom finish, wet broom, broom in one direction only. Wash broom after each stroke, shake off excess water.

b. Medium or heavy broom finish, start with damp broom, broom in one direction only. Shake off concrete laitance after each stroke. It is common to see concrete laitance ball up and fall off trailing edge of broom. Do not remove these laitance until such time as removal/clean up will not damage concrete surface or broom markings.

6. All concrete brooming whether fine, medium or heavy will take place at the same set point of concrete cure as for fine broom finish.

7. Tolerances:

   a. Concrete Flatness Ft = 20.
   b. Concrete Levelness Fl = 25.

E. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by the Architect.

3.8 CURING

A. Protect and cure finished concrete paving in compliance with applicable requirements of Division 3 sections. Use membrane-forming curing and sealing compound or approved moist-curing methods.

3.9 REPAIRS AND PROTECTIONS

A. Repair or replace broken or defective concrete, as directed by the Architect.

   1. Concrete damaged by construction or non-conforming work shall be removed/replaced to nearest full panel to control joint. Architect shall review aesthetic appearance of repair and work shall be approved by the Architect prior to being accepted.

B. Drill test cores where directed by Architect when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with Portland cement concrete bonded to pavement with epoxy adhesive.
BC WELLNESS PATH (28F761)

C. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just before final inspection.

END OF SECTION 321313
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NOTES:
- EXISTING CAMPUS
- SIGN LETTERING TO CONCRETE FOOTING
- CHAMFER AT PATH STENCIL
- ALLOW FOR TWO PAINT COLORS AT MERGED PRODUCT, SEE SPECS
- MATCH EXISTING CAMPUS THICKNESS TO MATCH SIGN MATERIAL/