Peralta Community College District

Project Manual for:

Bid No. 15-16/29

Laney College Elevators Modernization Project
Project Number: 0898

Located at:
900 Fallon Street, Oakland, CA 94607
June 7, 2016

Peralta Community College District
Department of General Services
Gary Banks, Facilities Project Manager
(510) 587-7892

Van Deusen & Associates
1388 Sutter Street, Suite 920
San Francisco, CA 94109

Advertisement Date: 4/29/16 & 5/6/16
Bid Date: 6/7/16
# LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

## DOCUMENT 00 0110

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**TECHNICAL SPECIFICATIONS**

Division 14 – Conveying Equipment

**APPENDICES**

END OF DOCUMENT
NOTICE INVITING BIDS

1.01 Notice Inviting Bids: Owner will receive sealed Bids at Peralta Community College District, Purchasing Department, 501 5th Avenue, Oakland, CA 94606 until 2 p.m. on June 7, 2016 for the following public work:

Peralta Community College District
Laney College Elevators Modernization Project
900 Fallon Street, Oakland, CA 94607

1.02 Project Description: The work includes the Modernization of two geared traction passenger elevators and one hydraulic passenger elevator utilizing existing hoist way and the removal and disposal of all un-useable existing equipment.

The Laney College Elevators Modernization Project shall be Substantially Completed within 200 Calendar days from the date when Contract Time commences to run.

Procurement of Bidding Documents: Bidding Documents contain the full description of the Work. Bidders may obtain Bidding Documents from

(Available for purchase)
East Bay Blue Print
1475 Fourteenth Ave
Oakland, CA 94606
510-261-2990
ebbp@eastbayblueprint.com

Note: The Bid and Contract Documents are available at East Bay Blue Print for non-refundable payment of the cost of reprographics and shipping per set. Payment shall be made to East Bay Blue Print.

(Available for viewing)
Department of General Services
Plan Room
Peralta Community College District
333 East 8th Street, Oakland, CA 94606

A copy of Contract Documents may be obtained online through the Peralta Website.
Website: www.peralta.edu
Under “Quick Links”, click “Business Opportunities” to download the bid packet

The following plan room services have received sets of Bidding Documents for the Work contemplated herein:
Builders Exchange of Alameda
3055 Alvarado Street
San Leandro, CA 94577
Tel. 510-483-8880 Fax 510-352-1509
Email: beac@beac.com

1.03 Bid shall be received at 501 5th Avenue. For information pertaining to the Bidding Documents, please contact Seraphine Nzomo, District Buyer.
Notice Inviting Bids
Laney College Elevators Modernization Project

a. **Bid shall be received and reviewed at:**

Peralta Community College District
Purchasing Department
Attn: Seraphine Nzomo
501 5th Avenue
Oakland, CA 94606
(510) 466-7255

1.04 **Instructions:** Bidders shall refer to Document 00 2000 Instructions to Bidders for required documents and items to be submitted in a sealed envelope, at 501 5th Avenue no later than the time and date set forth in Paragraph 1 above.

1.05 **Mandatory Pre-Bid Site Visit:** PCCD will conduct a Mandatory Pre-Bid Conference and Site Visit at 10:00 AM on May 11, 2016 in the conference room T-750, Laney College, 900 Fallon Street, Oakland, CA 94607. The Pre-Bid Conference and Site Visit will last approximately two hours.

1.06 **Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.

1.07 **Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

**ARTICLE 2 – LEGAL REQUIREMENTS**

2.01 **Required Contractor’s License(s):** A California “C-11” contractor’s license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this contract.

2.02 **SB 854** now requires any contractor or subcontractor bidding on a public works project to register with the Department of Industrial Relations (“DIR”).

2.03 **Substitution of Securities:** Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6290 Escrow Agreement For Security Deposits In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.

2.04 **Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations.

2.05 **Project Labor Agreement:** The Peralta Community College District has entered into a Project Labor Agreement (PLA) for all its Public Works construction projects, which requires that the successful General Contractor, and its field Subcontractors to sign the applicable Letter of Assent (LOA). The complete text including the terms and conditions, and the LOA, are included in the bid package for review by all Contractors bidding on this project. Contractors contemplating bidding on this project are strongly encouraged to review the complete PLA documents, but should at minimum be aware of the following:
No work stoppages, strikes, sympathy strikes, slowdowns or lockouts are allowed during the execution of the work.

There are provisions for alternative dispute resolution, depending on affected crafts.

Based on a formula and certain basic requirements, a Contractor may use up to five (5) “core” workers, but all workers must be dispatched through the applicable union halls.

There are goals for the utilization of local workers, utilizing the normal hiring hall procedures for dispatch.

A Contractor is not required to become signatory to a union to work on a project covered by the PLA, but is required to sign a Letter of Assent (LOA) agreeing to work under the terms of the PLA, on a project by project basis. Workers are not required to join a union but must be dispatched through a union hiring hall and must pay union initiation fees and dues when working on a project covered by the PLA.
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

Bids are requested by Owner, for a general construction contract, or work described in general, as set forth in Document 00 1113 (Notice Inviting Bids), and the following additional terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Required Pre-Bid Conference and Site Visit
   A. Owner will conduct Pre-Bid Conference and Site Visit at the date, time and location indicated in Document 00 1113 (Notice Inviting Bids), to consider such matters as Bidders may request and perform a Site Visit immediately following, at the Site. Bidders must attend Pre-Bid Conference and Site Visit and sign an attendance roster as a condition to bidding.
   B. The Site Visit may be the Bidders’ only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner’s sole discretion, depending on staff availability.

1.02 Required Pre-Bid Investigations
   A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations.
   B. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, at the District plan room, 333 East 8th Street. Contact: Gary Banks, (510) 587-7892 (gbanks@peralta.edu) to schedule an appointment.

1.03 Bidder Questions and Answers
   A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing, via email to Seraphine Nzomo (snzomo@peralta.edu). Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda mailed, faxed, or delivered to all parties recorded by Owner as having received Bidding Documents. Owner may not answer questions received less than ten Days prior to the date for opening Bids.
   B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.04 Addenda
   A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4113 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE 2 - RECEIPT OF BIDS:

2.01 Date and Time
   A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00 1113 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2113.
2.02 **Bid Submission:**

A. Owner will receive Bids in opaque sealed 10 inch x 13 inch envelopes, containing the required items described herein.

B. Bidders should mark their Bid envelopes using the name, address, identifying information and contract number, indicated in Document 00 1113 (Notice Inviting Bids).

2.03 **Required Contents of “Envelope” – Bid Submittals**

A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.

B. Document 00 4313 (Bond Accompanying Bid). Bidders must submit Document 00 4313 (Bond Accompanying Bid) accompanied by a cashier’s check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00 4313 of not less than 10% of the base Bid, payable to Owner and completed in accordance with the provisions of Document 00 4313.

C. Document 00 4314 (Bidder Registration Form). Bidders must submit Document 00 4314 (Bidder Registration and Experience Form), completed in accordance with the provisions of Document 00 4314.

D. Document 00 4330 (Subcontractor List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.

E. Document 00 4513 (Statement of Qualifications). Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2000 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

F. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.

G. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

**ARTICLE 3 - BID OPENING AND EVALUATION**

3.01 **Determination of Apparent Low Bidder**

A. Owner will open each Bidders’ Envelope at the time and place indicated in Document 00 1113 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.

B. Apparent Low Bid will be determined solely on the total amount of all Bid items based on terms contained in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).

C. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder’s Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.
3.02 Evaluation of Bids

A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder’s failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.

B. In evaluating Bids, Owner will consider Bidders’ qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.

C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder’s responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner’s satisfaction within the prescribed time. Submission of a Bid constitutes Bidder’s consent to the foregoing.

D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder’s surety regarding Bidder’s bonds.

E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

3.03 Reservation of Rights

A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an “unbalanced Bid” is one having nominal prices for some Bid items and enhanced prices for other Bid items.

B. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs.

C. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES:

4.01 Submission of Written Bid Protest

A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1113 (Notice Inviting Bids) must be submitted in writing to Purchasing Department address listed below, before 2:00 P.M. of the fifth Business Day following opening of the Bidders’ envelopes.

Peralta Community College District
Purchasing Department
Attn: Seraphine Nzomo
501 5th Avenue
Oakland, CA 94606
(510) 466-7255
B. The initial protest document must contain a complete statement of the basis for the protest.
C. The protest must refer to the specific portion of the document that forms the basis for the protest.
D. The protest must include the name, address, and telephone number of the person representing the protesting party.
E. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.
F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy
A. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT
5.01 Notice of Award and Submittal of Executed Contract Documents
A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5100 Notice of Award. Such Award, if made, will be made within sixty (60) days after the opening of the Bid Proposals.
B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 20th Day following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance
A. Document 00 5200 (Agreement), fully executed by successful Bidder. Submit four originals, each bearing an original signature and initials on each page.
B. Document 00 6113.13 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.13. Submit three originals.
C. Document 00 6113.16 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.16. Submit three originals.
D. Document 00 6536 (Guaranty), fully executed by successful Bidder.
E. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions—Insurance): Submit one original set.
5.03 Failure to Execute and Deliver Documents:

A. If Bidder to whom Contract is awarded, within the period described in this Document 00 2113, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder’s surety bond, or deposit Bidder’s cashier’s check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder’s failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder’s failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder’s required Bid security shall be the agreed and presumed amount of Owner’s damages.

B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within sixty (60) days after the opening of the Bid Proposals.

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

B. Owner shall have the right to communicate directly with Apparent Low Bidder’s proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Conformed Project Manual:

A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

6.03 Payment Bond:

A. If the Project described in Document 00 1113 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars ($25,000), the successful Bidder must file a payment bond with and approved by Owner prior to entering upon the performance of the Work, in accordance with Civil Code § 3247.

6.04 Wage Rates:

A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations.

6.05 Withdrawal of Bids:

A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2113, only by written request for the withdrawal of Bid filed with Owner at Purchasing Department address listed below. Bidder or its duly authorized representative shall execute request to withdraw Bid.

Peralta Community College District
Purchasing Department
Attn: Seraphine Nzomo
501 5th Avenue
Oakland, CA 94606
(510) 466-7255
6.06 **Ineligible Contractors and Subcontractors:**

A. Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.07 **Substitutions:**

A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for “or equal items.” Bidders wanting to use “or equal” item(s) may submit Document 00 6325 (Substitution Request Form) no later than 35 Days after Notice of Award. As a limitation on Bidder’s privilege to request substitution of “or equal” items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items are described in the Bidding Documents.

6.08 **Definitions:**

A. All abbreviations and definitions of terms used in this Document 00 2113 are set forth in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions).

END OF DOCUMENT
Laney College Elevators Modernization Project

DOCUMENT 00 4113

BID FORM

TO THE BOARD OF TRUSTEES OF THE PERALTA COMMUNITY COLLEGE DISTRICT

THIS BID IS SUBMITTED BY:

____________________________________________________________________________________

(Firm/Company Name)

Re: Laney College Elevators Modernization Project, at 900 Fallon Street, Oakland, CA 94607

Bid No. 15-16/29

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with THE Peralta Community College District in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2000 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

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<th>Signature of Bidder</th>
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4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:
SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation for Bid, the General Conditions and Instructions to Bidders, the Peralta Community College District (District) Contract, the Specifications and all of the contract documents for this project, and accurately completed the Vendor’s Questionnaire, proposes to perform the contract, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, permit, bonding, transportation and services required for the construction of the project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified for the lump sum price of (including all taxes):

A. The Contractor, ____________________________,

confirms the specification has been carefully examined and a survey of the prevailing conditions has been performed at Laney College, 900 Fallon Street, Oakland, CA.

1. The undersigned proposes to furnish all labor, material and fees required for the project execution at Laney College, 900 Fallon Street, Oakland, CA, in accordance with specifications, for the contract prices specified below.

   □ No exceptions or clarifications taken.
   □ See attachment for exceptions/clarifications.

2. Under no circumstances shall the Contractor submit his own proposal without bidding the project specifications. A Contractor’s Value Engineering information is provided for optional equipment proposals and/or implementation methods other than the design specification requirements and is not part of the basis of award.

B. Unit pricing included in the base bid quotation:

   • Administration Bldg. / Elevator Nos. 1-2: $________________________
   • Building E / Elevator No. 1: $________________________
   • Subcontractor Work by Company:
     _________________: $________________________
     _________________: $________________________
C. Proposed Guaranteed Scheduling for Project Implementation: Not Basis of Award

1. Lead time after contract award and selection item confirmations before start of work: ______________________ (weeks)

2. ______________________ out-of-service time: __________ (weeks)

3. ______________________ out-of-service time: __________ (weeks)

4. Total out-of-service time: ______________________ (weeks)

---

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Allowance for cab interior finishes at Laney Administrative Tower</td>
<td>2</td>
<td>$20,000</td>
<td>$40,000</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Allowances for cab interior finishes at Building E Elevator</td>
<td>1</td>
<td>$10,000</td>
<td>$10,000</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Alternate No. 1: Cost to provide five (5) years long-term maintenance.</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Alternate No. 2a: Quote Deductive Costs to provide manufacturer’s Original Equipment (OEM) traction microprocessor controller in lieu of base bid controller.</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
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<tr>
<td>5.</td>
<td>Alternate No. 2b: Quote Deductive Costs to provide</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
Laney College Elevators Modernization Project

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Interim maintenance price prior to start of work to project completion.</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>All Work of Contract Documents other than Work separately provided for under other Bid items</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Total Bid Price: ____________________________

Contractor’s Value Engineering Options:

a. ____________________________________________________________________________
   $__________________________________________

b. ____________________________________________________________________________
   $__________________________________________

c. ____________________________________________________________________________
   $__________________________________________

d. ____________________________________________________________________________

Total Bid Price: ________________________________________________________________
The undersigned hereby certifies that he is able to furnish labor that can work in harmony with any other elements of labor employed or that may be employed in the building.

**Agreement Terms**

1. If awarded the contract, the undersigned hereby agrees to sign said contract and furnish the necessary Payment Bond, Performance Bond, and Certificates of Insurance within 10 calendar days after the Notice of the Award of this contract and agrees to commence construction within 10 calendar days after the Notice to Proceed is issued by the District.

2. 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 bid.

3. Peralta Community College District reserves the right to reject any or all bids, to waive any irregularities or informalities not affected by law, to evaluate the bids submitted and to award the contract according to the proposal which best serves the interests of the District.

4. All pages of this Bid Form must be completed and signed in ink. The bid will be awarded to the lowest responsive, responsible bidder.

**DATE:** __________________________________________________________

________________________________________
(Name of Elevator Contractor)

**BY:** __________________________________________________________

________________________________________
(Title)

________________________________________
(Business Address)

________________________________________
(City and State)
5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.

6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4000 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2000 (Instructions to Bidders) within the times specified therein.

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

9. The undersigned Bidder herewith encloses cash, a cashier’s check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2000 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to THE PERALTA COMMUNITY COLLEGE DISTRICT.

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).

11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.

12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _________________________________________________________________

licensed in accordance with an act for the registration of Contractors, and with license number:_____________________________________ Expiration: __________________.

___________________________________________
(Place of Incorporation, if Applicable)  (Principal)

___________________________________________
(Principal)

___________________________________________
(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

___________________________________________
NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: __________________________________________
______________________________
______________________________
______________________________

Contractor’s Representative(s): __________________________________________
______________________________ (Name/Title)
______________________________
______________________________ (Name/Title)
______________________________ (Name/Title)

Officers Authorized to Sign Contracts
______________________________ (Name/Title)
______________________________ (Name/Title)
______________________________ (Name/Title)

Telephone Number(s): __________________________________________
______________________________ (Area Code) (Number)
______________________________
______________________________ (Area Code) (Number)

Fax Number(s): __________________________________________
______________________________ (Area Code) (Number)
______________________________ (Area Code) (Number)

Date of Bid: __________________________________________

END OF DOCUMENT
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned,

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, the Peralta Community College District, as obligee, in the penal sum of (Dollar Amount In Words)

Dollars($________________)

lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal ___________________________________________________'s base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for Owner Bid No. 15-16/29 Laney College Elevators Modernization Project, 900 Fallon Street, Oakland, CA 94607

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents required under Document 00 2000 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of ______________________________, 20___.

(Month)

(Corporate Seal)  By __________________________________________________________

Principal

By __________________________________________________________

Surety

(Corporate Seal)  By __________________________________________________________

Attorney in Fact

END OF DOCUMENT
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INSTRUCTIONS

In order to register to undertake work for Owner, Bidder must:

1) Fill out this registration form completely; do not leave blanks.
2) Provide certificates of insurance or a letter evidencing coverage complying with Document 00 4513 (Statement of Qualifications).

INDEPENDENT CONTRACTOR REGISTRATION

Contractor’s License # ____________________________

Date: _________________________ Fed I.D. # ____________________________

Full Corporate Name of Company: ____________________________

Street Address: ____________________________

__________________________________________

Mailing Address: ____________________________

__________________________________________

Phone: _________________________ Fax: _________________________

Name of Principal Contact: ____________________________

Type of Business: ______ Sole Proprietor ______ Partnership

______ Non-Profit 501(c)(3) ______ Corporation

______ other (please explain: ____________________________)

INSURANCE

Workers’ Compensation:

Carrier: ____________________________

Address: ____________________________

Phone and Fax: ____________________________

Policy Number: ____________________________

General Liability:

Carrier: ____________________________
Address: ________________________________
Phone and Fax: __________________________
Policy Number: __________________________
Policy Limits: $ ________________________
A.M. Best Rating: ________________________

**Automobile Liability:**
Carrier: ________________________________
Address: ________________________________
Phone and Fax: __________________________
Policy Number: __________________________
Policy Limits: $ ________________________
A.M. Best Rating: ________________________

**All-risk Course of Construction (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):**
Carrier: ________________________________
Address: ________________________________
Phone and Fax: __________________________
Policy Number: __________________________
Policy Limits: $ ________________________
A.M. Best Rating: ________________________

**Professional Liability (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):**
Carrier: ________________________________
Address: ________________________________
Phone and Fax: __________________________
Policy Number: __________________________
Policy Limits: $ ________________________
A.M. Best Rating: ________________________
Pollution Legal Liability Insurance (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):

Carrier: ____________________________________________
Address: ____________________________________________
Phone and Fax: _________________________________________
Policy Number: _________________________________________
Policy Limits: $ _________________________________________
A.M. Best Rating: _________________________________________

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE ____________________________________________

DATE ____________________________________________
SAFETY EXPERIENCE

The following statements as to the Bidder’s safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder’s interstate Experience Modification Rate for the last three years.

[20_] _____ [20_] _____ [20_] _____

2. Use Bidder’s last year’s Cal/OSHA 200 log to fill in the following number of injuries and illnesses:

a. Number of lost workday cases _______________

b. Number of medical treatment cases _______________

c. Number of fatalities _______________

3. Employee hours worked last year _______________

4. State the name of Bidder’s safety engineer/manager:

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: ________________________________________________

Signature

Its: _________________________________________________

Title

Date_________________________________________________

END OF DOCUMENT
Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

<table>
<thead>
<tr>
<th>Full Name of Subcontractor and Address of Mill or Shop</th>
<th>Description of Work: Reference To Bid Items</th>
<th>Subcontractor’s License No.</th>
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</tbody>
</table>

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

DOCUMENT 00 4513

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

ARTICLE 1 – GENERAL INFORMATION

1.01 Minimum Bidder Qualifications.
   A. Bidders must be duly licensed in accordance with the California Business & Professions Code and have a history of work performance sufficient to meet the requirements of a responsible bidder in the California Public Contract Code Section 1104.
   B. Bidders must have three (3) years experience as a continuously operating entity engaged in the performance of similar work.
   C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past year, completed two (2) projects of a similar nature and complexity with a contract dollar amount of at (i.) least 75% of the amount of Bidder’s Bid or (ii.) 125% of such amount in the aggregate.

1.02 Measurement.
   A. Bidder’s compliance with the minimum qualification requirements will be measured by Bidder’s experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.
   B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor’s supervisory personnel.

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 Transmittal Letter.
   A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

2.02 Submittals:
   A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4513 as Attachment “A”.
   B. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.
   C. Audited or Reviewed Financial Statements. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder and each member of any proposed consorting or joint venture. Also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent companies) of Bidder and each member of any proposed consortium or joint venture. This will be required of awarded bidder only.
   D. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements.
set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bold), each in the penal sum of the Contractor's bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.

E. Insurer Letter re: Capability to Provide the Required Insurance. Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.

F. Description of Human and Physical Resources. Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience; and

G. License: Evidence of a valid contractor's license and required licenses of all licensees of persons who are Key Personnel necessary to perform the Work.

H. Litigation History. Description of litigation history for the past three years, including names of involved parties, nature of dispute, and disposition.

2.03 Format.

A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).

B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 4513 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 4513 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE
ATTACHMENT “A” – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2000 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

CONTACT INFORMATION

Company Name: ____________________________________________

Owner of Company: __________________________________________

Contact Person: _____________________________________________

Address: ___________________________________________________

Phone: ___________________________ Fax: _______________________

PART A: GENERAL INFORMATION

1. Does Bidder possess a valid and current California Contractor’s license for the work proposed?   Yes ___ No ___

2. Does Bidder have a minimum of $1,000,000 liability insurance coverage?   Yes ___ No ___

3. Has Bidder’s License been revoked at any time in the last five years?   Yes ___ No ___

4. Has Bidder been “default terminated” by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years?   Yes ___ No ___

5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years?   Yes ___ No ___

6. Has Bidder attached copies of its reviewed or audited financial statements and accompanying notes for the last three years?   Yes ___ No ___

Bidder may be disqualified if any answer to questions 1, 2, or 6 is No.
Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.

PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS

(SAFETY)

1. Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Owner cited Bidder in the past five years?   Yes ___ No ___ If yes, attach description of each citation.

2. How often does Bidder require documented safety meetings be held for:
   Field Supervisor Weekly _____ Bi-Weekly _____ Monthly _____ Less Than Monthly _____
   Employees Weekly _____ Bi-Weekly _____ Monthly _____ Less Than Monthly _____
   New Hires Weekly _____ Bi-Weekly _____ Monthly _____ Less Than Monthly _____
   Subcontractors Weekly _____ Bi-Weekly _____ Monthly _____ Less Than Monthly _____

3. How often does Bidder conduct documented safety inspections?
   Quarterly _____ Semi-annually _____ Annually _____ Other _____

4. Does Bidder have home office safety representatives who visit/audit the job site?
   Quarterly _____ Semi-annually _____ Annually _____ Other _____
5. What is Bidder’s Interstate Experience Modification Rate? ____________. (A rating in excess of \[1\] may constitute grounds for disqualification as non-responsible).

(PREVAILING WAGE PROVISIONS)

6. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.
   Yes _____ No _____

(LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.
   Yes _____ No _____ Reason: _________________________________________________________

(DISPUTES)

8. Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past 5 years? If yes, attach description of each instance including details of total claim amount, settlement amount, and Owner’s name and phone number.
   Yes _____ No _____

(BONDING)

9. Bonding Capacity – Provide documentation from Bidder’s surety identifying the following:
   Name of bonding company/surety: _____________________________________________________
   Name of Surety Agent: ______________________________________________________________
   Surety Agent address: ______________________________________________________________
   Surety Agent phone number: _________________________________________________________
   Is surety a California-admitted surety? Yes _____ No _____
   Is surety listed in the current edition of the California Department of the Treasury’s Listing of approved sureties? Yes _____ No _____
   List surety’s A.M. Best Rating: ______________________________________________________
   What is Bidder’s total bonding capacity? _____________________________________________
   What percent does Bidder pay for bonds? _____________________________________________
PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

Prime Contractor. List three projects of similar size and scope to the Work of the Contract, completed in the past two (2) years, and indicate who were the superintendent, project manager and scheduler.

NOTE: this listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01B.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Construction Cost ($)</th>
<th>Year Completed</th>
<th>Name of Project Superintendent</th>
<th>Name of Project Manager</th>
<th>Name of Project Scheduler</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: ________________________________________________________________

Project Superintendent: ___________________________________________________________

Project Scheduler: _______________________________________________________________
Recent Projects.

Provide information about three (3) of its most currently completed projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01B. If a separate sheet is used, it must contain all of the following information:

1. Project Name: ____________________________________________________________
   Location: __________________________________________________________________
   Owner: ___________________________________________________________________
   Owner Contact (name and phone): _____________________________________________
   Architect/Engineer: __________________________________________________________
   Architect/Engineer Contact (name and phone number): ___________________________
   Const. Mgr. or Project Mgr. (name and phone number): __________________________
   Description of Project, Scope of Work Performed: ________________________________
   Total Construction Cost: ______________________________________________________
   Total Change Order Amount: __________________________________________________
   Did Change Orders exceed 10% of original contract sum? __________ If yes, please explain on separate sheet.
   Original Scheduled Date of Completion: _______________________________________
   Time Extensions Granted (number of Days): _________________________________
   Actual Date of Completion: _________________________________________________
   Number of Stop Notices filed by Subcontractors or Suppliers: _____________________

2. Project Name: ____________________________________________________________
   Location: __________________________________________________________________
   Owner: ___________________________________________________________________
   Owner Contact (name and phone): _____________________________________________
   Architect/Engineer: __________________________________________________________
   Architect/Engineer Contact (name and phone number): ___________________________
   Const. Mgr. Or Project Mgr. (name and phone number): __________________________
   Description of Project, Scope of Work Performed: ________________________________
Total Construction Cost: ____________________________________________________________

Total Change Order Amount: _______________________________________________________

Did Change Orders exceed 10% of original contract sum? ___________ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____________________________________________

Time Extensions Granted (number of Days): __________________________________________

Actual Date of Completion: _______________________________________________________

Number of Stop Notices filed by Subcontractors or Suppliers: ____________________________

3. Project Name: ___________________________________________________________________

Location: _________________________________________________________________________

Owner: __________________________________________________________________________

Owner Contact (name and phone): __________________________________________________

Architect/Engineer: _________________________________________________________________

Architect/Engineer Contact (name and phone number): _________________________________

Const. Mgr. Or Project Mgr. (name and phone number): _________________________________

Description of Project, Scope of Work Performed: _____________________________________

________________________________________________________________________________

Total Construction Cost: ____________________________________________________________

Total Change Order Amount: _______________________________________________________

Did Change Orders exceed 10% of original contract sum? ___________ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____________________________________________

Time Extensions Granted (number of Days): __________________________________________

Actual Date of Completion: _______________________________________________________

Number of Stop Notices filed by Subcontractors or Suppliers: ____________________________
PART D: FINANCIAL INFORMATION

1. Has Bidder ever reorganized under the protection of bankruptcy laws?  
   Yes _____ No _____ If yes, please state when _________________

2. If Bidder has had the general liability carrier identified in Document 00 4314 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:
   
   Agency Name: ____________________________________________________________________
   Contact Name: ____________________________________________________________________
   Phone Number ____________________________________________________________________
   Carrier: ___________________________________ A.M. Best Rating: ________________________
   Carrier: ___________________________________ A.M. Best Rating: ________________________
   Carrier: ___________________________________ A.M. Best Rating: ________________________

3. Has Bidder ever had insurance terminated by a carrier? Yes _____ No _____  
   If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

________________________________________________  
SIGNATURE  
________________________________________________  
TITLE  

END OF DOCUMENT
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA )
COUNTY OF _______________ ) ss.

______________________________________________________, being first duly sworn,

(Name of Principal of Bidder)

deposes and says that he or she is _______________________________________________________

(Office of Affiant)

of _________________________________________________________________________, the party

(Name of Bidder)

making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed
person, partnership, company, association, organization, or corporation; that the Bid is genuine and not
collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a
false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any
bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder
has not in any manner, directly or indirectly, sought by agreement, communication or conference with
anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of
the Bid price, or of that of any other bidder, or to secure any advantage against Owner, or anyone
interested in the proposed contract; that all statements contained in the Bid are true; and further, that
Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents
thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any
corporation, partnership, company association, organization, Bid depository, or to any member or agent
thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

_______________________________________________________
(Name of Bidder)

_______________________________________________________
(Signature of Principal)

Subscribed and sworn before me ________________________________

This _____________ day of ____________________________, 201__

Notary Public of the State of ___________________________________________

In and for the County of _____________________________________________

Non-Collusion Affidavit 00 4519 - 1
Laney College Elevators Modernization Project
My Commission expires_______________________________________________  (Seal)

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Bidder’s affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF DOCUMENT
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 5 below.

1. **STATEMENT OF CONVICTIONS**

   By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2. **CERTIFICATION OF WORKER'S COMPENSATION INSURANCE**

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

3. **CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

   By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor’s responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4. **CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE**

   By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

5. **CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT**

   By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned’s Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the County will be relying on this certification if it awards the Contract to the undersigned.

BIDDER: ____________________________________________

(Name of Bidder)

Date: ______________________, [201]  

By: ____________________________________________

(Signature)

Name: ____________________________________________

(Print Name)

Its: ____________________________________________

(Title)

END OF DOCUMENT
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

DOCUMENT 00 5100

NOTICE OF AWARD

Dated ______________________________

TO: ______________________________

ADDRESS: ______________________________

CONTRACT NO.: ______________________________

CONTRACT FOR: Peralta Community College District,
Laney College Elevators Modernization Project
900 Fallon Street, Oakland, CA 94607

The Contract Sum of your contract is ______________________________

_______________________________________________________Dollars ($____________________).

1. Five copies of the proposed Contract Documents listed below accompany this Notice of Award.

2. You must comply with the following conditions precedent by [5:00 p.m.] of the [20th Day] following the date of this Notice of Award, that is, by [Day of the Week, Month Day, 201____].

   a. Deliver to Owner [four] fully executed counterparts of Document 00 5200 (Agreement). Each copy of Document 00 5200 (Agreement) must bear your original signature on the signature page and your initials on each page.

   b. Deliver to Owner three originals of Document 00 6113.13 (Construction Performance Bond), executed by you and your surety.

   c. Deliver to Owner three originals of Document 00 6113.16 (Construction Labor and Material Payment Bond), executed by you and your surety.

   d. Deliver to Owner original set of the insurance certificates with endorsements required under Document 00 7316 (Supplementary Conditions – Insurance).

   e. Deliver to Owner four original copies of Document 00 6536 (Guaranty), each executed by you.

3. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

4. Within [21 Days] after you comply with the conditions in Paragraph 2 of this Document 00 5100, Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement) with 4 copies of the Project Manual (including Specifications and Drawings) and 4 sets of full-size Drawings.

5. Before you may start any Work at the Site, you must attend a preconstruction conference. The preconstruction conference may be arranged through Gary Banks, (510) 587-7892. Questions regarding bonds and insurance may be directed to Gary Banks.
6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.

OWNER

BY: __________________________
    (Title)

____________________________________
    (Print Name)

ATTEST: ______________________________________
    Secretary

____________________________________
    (Print Name)

AUTHORIZED BY [CITY / COUNTY / DISTRICT] RESOLUTION:

NO: __________________________

ADOPTED: __________________________, [201__]

[Copy of Resolution Attached]

END OF DOCUMENT
LANEY COLLEGE ELEVATOR MODERNIZATION PROJECT

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [201____], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] (“Contractor”), and Peralta Community College District acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [insert number] adopted on the [date] day of [Month, Year] awarded to Contractor the following Contract:

Bid No. 15-16/29
Laney College Elevator Modernization Project at
900 Fallon Street, Oakland, CA 94607

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract
A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

1.02 Price for Completion of the Work
A. Owner shall pay Contractor the following Contract Sum (Contract Sum) for completion of Work in accordance with Contract Documents as set forth in Contractor’s Bid, attached hereto.
   B. The Contract Sum includes all allowances (if any).

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work
A. Contractor shall commence Work on the date established in the Notice to Proceed.
   B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work
A. Contractor shall achieve Substantial Completion of the entire Work within 200 Calendar Days from the Commencement Date.
   B. Contractor shall achieve Final Completion of the entire Work 225 Calendar Days from the Commencement Date.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner’s Project Manager
   The Chancellor (or his/her designee) shall act as Owner’s Representative in all matters relating to the Contract Documents.

3.02 Owner’s Chancellor on behalf of its Board of Trustees, and in accordance with District Board Policies and Administrative Procedures, shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole
signature authority on behalf of Owner. The Chancellor, at his/her discretion, may delegate some portion of Chancellor’s authority to Owner’s Vice Chancellor of General Services or other representative.

3.03 Contractor’s Project Manager
A. Contractor has designated [________ or other] as its Project Manager to act as Contractor’s Representative in all matters relating to the Contract Documents.

3.04 Architect/Engineer
A. furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.
B. Architect/Engineer has designated ______________________ as its project manager, to act as its representative for receiving and making communications authorized under the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 Liquidated Damage Amounts
A. As liquidated damages for delay Contractor shall pay Owner five hundred dollars ($500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
B. As liquidated damages for delay Contractor shall pay Owner five Hundred dollars ($500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages
A. Measures of liquidated damages shall apply cumulatively.
B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

<table>
<thead>
<tr>
<th>Division</th>
<th>Section</th>
<th>Title</th>
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<tr>
<td>INTRODUCTORY INFORMATION</td>
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<tr>
<td>00 01 01</td>
<td>Title Page</td>
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<td>00 01 10</td>
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BIDDING REQUIREMENTS

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<tbody>
<tr>
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<td>Notice Inviting Bids</td>
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</tr>
</tbody>
</table>

BID FORMS AND BID SUBMITTALS

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<tr>
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<tr>
<td>00 43 14</td>
<td>Bidder Registration Form</td>
<td></td>
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<tr>
<td>00 43 30</td>
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</tr>
<tr>
<td>00 45 13</td>
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<td>00 45 19</td>
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<td>00 45 46</td>
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</tr>
</tbody>
</table>
CONTRACT FORMS

00 51 00 Notice of Award
00 52 00 Agreement
00 5500 Notice to Proceed
00 61 13.13 Construction Performance Bond
00 61 13.16 Construction Labor and Material Payment Bond
00 62 90 Escrow Agreement for Security Deposits in Lieu of Retention
00 63 25 Substitution Request Form
00 65 00 Release of Claims
00 65 36 Guaranty

CONDITIONS OF THE CONTRACT

00 72 00 General Conditions
00 73 00 Labor Compliance Program
00 7316 Supplementary Conditions
00 73 39 Small Local Business Enterprise
00 73 80 Apprenticeship Program
00 82 50 Project Labor Agreement
00 82 55 PLA Side Letter
00 91 13 Addenda

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00 Summary of the Work
01 2000 Measurement and Payment
01 2600 Modification Procedures
01 3119 Project Meetings
01 3200 Progress Schedules and Reports
01 3300 Submittals
01 4100 Regulatory Requirements
01 4200 References and Definitions
01 7700 Commissioning and Contract Closeout

TECHNICAL SPECIFICATIONS

Division 14 – Conveying Equipment

APPENDICES

5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

6.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise,
and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

6.03 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.

6.04 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner’s Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

6.05 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of [____], State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of [____].

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: [CONTRACTOR’S NAME]

By: ______________________________
    (Signature)

Its: ______________________________
    Title (If Corporation: Chairman, President or Vice President)

By: ______________________________
    (Signature)

Its: ______________________________
    Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

OWNER: Peralta Community College District

By: ______________________________
    (Signature)

_______________________________
    (Print Name)

_______________________________
    (Title)

Attest: ______________________________
    Secretary

_______________________________
    (Print Name)

Laney College Elevators Modernization Project
APPROVED AS TO FORM AND LEGALITY
THIS ___ DAY OF _________. 20___

By: ________________________________
    Attorney for Owner

______________________________
(Print Name)

RESOLUTION NO. ____________________

END OF DOCUMENT
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

DOCUMENT 00 6113.13

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, The Peralta Community College District ("Owner"), a public agency of the State of California, has awarded to (Name of Contractor) as Principal Contract Number ______________ dated the ___ day of ______________, 20__, (the "Contract"), titled THE __________________ PROJECT in the amount of

$ __________________, which Contract is by this reference made a part hereof, for the work of the following Contract:

(Describe Contract Work)

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

1.03 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) ______________ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal’s part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

1.06 Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:

A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

Construction Performance Bond
Laney College Elevators Modernization Project
B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety’s total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term “balance of the Contract Sum,” as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

1.07 Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the others.

1.08 Surety may not use Contractor to complete the Contract absent Owner’s Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

1.09 No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

1.10 Surety shall join in any proceedings brought under the Contract upon Owner’s demand, and shall be bound by any judgment.

1.11 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _______ day of __________, 20____.

CONTRACTOR AS PRINCIPAL   SURETY

Company:  (Corp. Seal)   Company:  (Corp. Seal)

Signature:_____________________________   Signature:_____________________________

Name and Title:_________________________   Name and Title:_________________________

Address:_______________________________

____________________________________

END OF DOCUMENT
1.01 THAT WHEREAS, The Peralta Community College District ("Owner") has awarded to (Name of Contractor) as Principal Contract Number _______ dated the ____ day of ____________, 20___ (the "Contract"), titled THE ____________ PROJECT in the amount of $__________, which Contract is by this reference made a part hereof, for the work of the following Contract:

Laney College Elevators Modernization Project

A. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

B. NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) __________, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE ($__________), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

C. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.

D. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

E. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

F. Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.
IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of ______________, 20___.

CONTRACTOR AS PRINCIPAL

Company:  (Crap. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

SURETY

Company:  (Corp. Seal)

Signature

Name

Title

Street Address

City, State, Zip Code

END OF DOCUMENT
THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ___ day of _____________, 20__ by and between the Peralta Community College District, ("Owner"), whose address is 333 East 8th Street, Oakland, CA 94606, (Name of Contractor) ("Contractor"), whose place of business is located at (Contractor's Address) _________________, and [ ] Owner, as escrow agent OR [ ] (Name of Bank) _________________, a state or federally chartered bank in the State of California, whose place of business is located at _________________ ("Escrow Agent").

For the consideration hereinafter set forth, Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number ________________ entered into between Owner and Contractor for Laney College Elevators Modernization Project located at 900 Fallon Street, Oakland, CA 94607 in the amount of $_____________ dated ______________, 20__ (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _________________, and shall designate Contractor as the beneficial owner.

2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 6290.

3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 6290 and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent’s release and disbursement of securities and interest as set forth.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF OWNER:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
<th>City/State/Zip Code</th>
</tr>
</thead>
</table>

ON BEHALF OF CONTRACTOR:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
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</tr>
</thead>
</table>

ON BEHALF OF ESCROW AGENT:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
<th>City/State/Zip Code</th>
</tr>
</thead>
</table>

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

OWNER

______________________________

______________________________

Title

Title

CONTRACTOR

______________________________

______________________________

Title

Title

Escrow Agreement for Security
Deposits in Lieu of Retention
Laney College Elevators Modernization Project
At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6290.
PERALTA COMMUNITY COLLEGE DISTRICT
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT
DOCUMENT 00 6325
SUBSTITUTION REQUEST FORM

To: The Peralta Community College District, Owner

PROJECT: Owner Project No: Contractor:

Substitution Request By: Firm:

Transmittal Record Attn: Firm: Date Sent: Date Rec’d: Date Due:
Contractor to Owner
Contractor to Architect
Owner / Architect to Consultant

Architect to Owner Representative
Owner Representative to Contractor

We hereby submit for your consideration the following product instead of the specified item for the Project:

<table>
<thead>
<tr>
<th>Section / Drawing</th>
<th>Article</th>
<th>Specified Item</th>
</tr>
</thead>
</table>

Proposed Substitution:

We have (a) attached manufacturer’s literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:
## Substitution Request Form

Laney College Elevators Modernization Project

Contractor to complete questions that follow and certifies to the accuracy of all answers:

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.</strong> Does the substitution affect dimensions shown on Drawings? Yes / No. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B.</strong> Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes / No. If No, please state reasons explain why substitution is equivalent to originally specified item:</td>
<td></td>
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<tr>
<td><strong>C.</strong> What effect does the substitution have on other trades? No effect / Some effect. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:</td>
<td></td>
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<tr>
<td><strong>D.</strong> Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:</td>
<td></td>
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<tr>
<td><strong>E.</strong> Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:</td>
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<td><strong>F.</strong> What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]</td>
<td></td>
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<td><strong>G.</strong> Are Manufacturer’s guarantees for the proposed item the same as for item specified? Yes ; No. If No, please explain why substitution is equivalent to originally specified item:</td>
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</table>
H. Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes ___ / No ____. If No, please state reasons and explain why substitution is equivalent to originally specified item:

I. Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes ___ / No ____. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted by: ___________________________ Signature: ___________________________
Firm: ___________________________ Date: ___________________________
Address: ___________________________ Phone/ Fax: ___________________________
Remarks: ___________________________

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<tr>
<th>Consultant Response:</th>
<th>Owner Representative Response:</th>
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<tr>
<td>o Not Accepted</td>
<td>o Not Accepted</td>
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<tr>
<td>o Accepted As Noted</td>
<td>o Accepted As Noted</td>
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<tr>
<td>o Received Too Late</td>
<td>o Received Too Late</td>
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</tbody>
</table>

Remarks: ___________________________
Remarks: ___________________________

By: ___________________________ By: ___________________________

END OF DOCUMENT
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

DOCUMENT 00 6500

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [ date ] day of [ Month ], [20__], by and between the Peralta Community College District ("District"), and [ Name of Contractor ] ("Contractor"), whose place of business is at [ Address of Contractor ].

RECITALS

A. District and Contractor entered into Contract Number [insert number] (the "Contract") for construction of the Peralta Community College District [Project Name] at [School Name] located at [School Street Address], [City], California.

B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between District and Contractor as follows:

1. Contractor will not be assessed liquidated damages except as detailed below:

   Original Contract Sum $ ________________________________
   Modified Contract Sum $ ________________________________
   Payment to Date $ ________________________________
   Liquidated Damages $ ________________________________
   Payment Due Contractor $ ________________________________

2. Subject to the provisions of this Agreement and Release, District will forthwith pay to Contractor the sum of [____________________________________________________ Dollars and __________________ Cents ($____________________)] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with District as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the Contract, except for the claims described in Paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00650.
4. The following claims submitted under Document 00700 (General Conditions), Article 12, are disputed (hereafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release.

[Insert information in Chart below, affix attachment if necessary]

<table>
<thead>
<tr>
<th>CLAIM NO.</th>
<th>DATE SUBMITTED</th>
<th>DESCRIPTION OF CLAIM</th>
<th>AMOUNT OF CLAIM</th>
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</table>

5. Consistent with California Public Contract Code §7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 006500, Contractor hereby releases and forever discharges District, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless District, any of the District’s Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor’s suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00650.

8. Contractor hereby waives the provisions of California Civil Code §1542, which provide as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY, AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of District shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING **

PERALTA COMMUNITY COLLEGE DISTRICT

By: ________________________________
    Signature

Name: ________________________________
    Print

Its: ________________________________
    Title

ATTEST:

______________________________
    Secretary

______________________________
    Print

[CONTRACTOR]

By: ________________________________
    Signature

Name: ________________________________
    Print

Its: ________________________________
    Title

[CONTRACTOR]

Release of Claims
Laney College Elevators Modernization Project
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

DOCUMENT 00 6536

GUARANTY

TO: **The Peralta Community College District** ("Owner"), for construction of the **Laney College Elevators Modernization Project**, located at **900 Fallon Street, Oakland, CA 94607**.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: _______________________________, 20___

Contractor’s name

Guaranty
00 6536 - 1
Laney College Elevators Modernization Project
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GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents
A. Contract Documents are complementary; what is called for by one is as binding as if called for by all.
B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02 Order Of Precedence Of Documents
A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
   1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
   2. Agreement Forms (Document 00 5200), and terms and conditions referenced therein;
   3. Supplementary General Conditions (Document 00 7201 et seq), if included;
   4. General Conditions (Document 00 7200);
   5. Division 1 Specifications, if included;
   6. Drawings and Technical Specifications (Division 2 and above);
   7. Written numbers over figures, unless obviously incorrect;
   8. Figured dimensions over scaled dimensions;
   9. Large-scale Drawings over small-scale Drawings.
B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
D. All Technical Specifications included in the Project manual shall be included within the Contract Documents unless identified otherwise.

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required
A. Prior to and as a condition of submitting a Bid and executing Document 00 5200 (Agreement), Contractor shall make reasonable efforts to investigate fully the Work of the Contract. Contractor shall visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions.
B. Contractor's investigation shall include, without limitation, requesting and thoroughly examining of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, made available by Owner for contracting purposes or during Contractor's pre-bid investigations, of existing above ground and (to the extent applicable) below ground conditions (together, "Existing Conditions Data"), including, as applicable, Underground Facilities, geotechnical data, as-built data, utility surveys, record documents of all types, hazardous materials surveys, or similar materials which may appear or be referenced in the Project Manual or the in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
C. Contractor's investigations shall consider fully the fact that Existing Conditions Data is in many cases based on information furnished to Owner by others (e.g., the prior owner or builders), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor shall also: (i.) provide Owner with prompt written notice of all...
conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the Contract Documents and the Existing Conditions Data, and (ii.) subject to Owner’s approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.

D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.02 Limited Reliance Permitted On Owner’s Existing Conditions Data

A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are indentified, bring such matters to Owner’s attention through written question issued during the bid period. In executing Document 00 5200 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03 Pre-Bid Investigation Requirements For Excavation And Utilities Relocation Projects

A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities, including but not limited to, requesting additional information or verification of information as necessary.

B. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.
ARTICLE 3 - SUBCONTRACTORS

3.01 Subcontractor Listing Law
A. Contractor shall comply with the Subcontractor Listing law, California Public Contract Code §§4101 et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.
B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner’s written approval. At Owner’s request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts
A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor’s written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS

4.01 Intent Of Drawings And Specifications
A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings’ intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
B. As part of the “Work,” Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

C. Contractor shall perform reasonably implied parts of Work as “incidental work” although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

4.02 Checking Of Drawings And Specifications
A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all
applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

4.03 Interpretation Of Drawings And Specifications

A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.

C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this Paragraph ten Business Days prior to furnishing such materials or performing such Work.

4.04 Use Of Drawings And Specifications.

A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.
B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner’s sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.

C. Owner’s acceptance of Contractor’s schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor’s full responsibility therefore.

5.02 Commencement Date Of Contract Time

A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.

B. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 6 - CONTRACTOR’S ORGANIZATION AND EQUIPMENT

6.01 Contractor’s Legal Address

A. Address and facsimile number given in Contractor’s Bid are hereby designated as Contractor’s legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to Owner, which in conspicuous language advises Owner of a change in legal address or facsimile number, and which Owner accepts in writing. Delivery to Contractor’s legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor’s designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

6.02 Contractor’s Superintendents Or Forepersons

A. Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Owner may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

6.03 Proficiency In English

A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

6.04 Contractor’s And Subcontractors’ Employees

A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If Owner notifies Contractor that any of its employees, or any of its Subcontractors’ employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing Owner, or violates sanitary rules, or is otherwise unsatisfactory, and if Owner requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of Owner.

6.05 Contractor’s Use Of The Site
A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any Owner, former Owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

6.06 Contractor’s Site Office

A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.

ARTICLE 7 - OWNER’S ADMINISTRATION OF WORK

7.01 Owner’s Representative(s)

A. Owner’s Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.
B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner’s Representative, and Contractor shall issue all communications to Owner through Owner’s Representative in a written document delivered to Owner.
C. Should any direct communications between Contractor and Owner’s consultants, architects or engineers not identified in Article 2 of Document 00 5200 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 Owner’s Observation Of The Work

A. Work shall be performed under Owner’s general observation and administration. Contractor shall comply with Owner’s directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner’s failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor’s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor’s failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor’s failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Architect/Engineer’s Observation Of Work

A. Owner may engage an Architect/Engineer, an independent consultant or Project Manager (collectively for purposes of this Paragraph, “Project Manager/Architect”) to assist in administering the Work. If so engaged, Project Manager/Architect will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Project Manager/Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
B. Project Manager/Architect may review Contractor’s Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to Owner that it disapproves or rejects Work that Project

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Manager/Architect believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

D. Project Manager/Architect may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

7.04 Owner’s And Architect/Engineer’s Exercise Of Contract Responsibilities

A. Owner, Project Manager, Architect/Engineer and all Owner’s representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 Owner’s Right Of Access To The Work

A. During performance of Work, Owner and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as Owner’s interests may require. Other contractors performing work for Owner may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

7.06 Owner’s Right Of Separate Construction

A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor’s operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.

B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others’ work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.

C. To the extent that any part of Contractor’s Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor’s interface unless corrected.

ARTICLE 8 - CONTRACTOR’S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor To Supervise The Work

A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor’s means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.

B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner’s express written consent. The
Superintendent shall be Contractor’s representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

D. Contractor is fully responsible for Contractor’s own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor To Maintain Cost Data

A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner's request.

B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

C. Owner shall have the right to audit and copy Contractor’s books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor’s trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Section 8546.7 of the California Government Code. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor To Supply Sufficient Workers And Materials

A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

C. Exercise by Owner of the rights conferred upon Owner in this subparagraph is entirely discretionary on the part of Owner. Owner shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of Owner’s right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon Owner under this subparagraph are, like all other such rights, cumulative to Owner’s other rights under any provision of the Contract Documents.)

8.04 Contractor To Maintain Project Record Documents
A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

B. Throughout Contractor’s performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

8.05 Contractor To Not Disrupt Owner Operation
A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

8.06 Contractor To Provide Temporary Facilities And Controls
A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls,
noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty And Guaranty
A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

B. Extended Guarantees: Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor’s Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Owner that:

1. To Contractor’s knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor’s construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.

2. To Contractor’s knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor’s construction thereof.

3. To Contractor’s knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor’s construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.

4. Contractor’s operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02 Inspection Of Work
A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor
shall provide them proper and safe conditions for such access and advise them of Contractor’s Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work.

E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner’s request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to Owner’s request, Contractor shall uncover Work for Owner’s observation or inspection at Owner’s request. Contractor shall bear the cost of uncovering Work.

F. Whenever required by Owner, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, Owner, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

G. Inspection of the Work by or on behalf of Owner, or Owner’s failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor’s knowledge.

H. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction Of Defective Work

A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such
correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner’s calculations, it may make a claim as provided in Article 12 of this Document 00 7200. Owner’s rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

B. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Contractor to replace any such Defective Work, or stop any portion of Work to permit Owner (at Contractor’s expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party.

9.04 Acceptance And Correction Of Defective Work By Owner
A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner’s evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner’s calculations, Contractor may make a claim as provided in Article 12 of this Document 00 7200. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.

B. Owner may correct and remedy deficiency if, after five Days’ written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor’s Work related thereto; take possession of all or part of Contractor’s tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Project Manager/Architect’s consultants’ access to the Site to enable Owner to exercise the rights and remedies under this Paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner’s calculations, Contractor may make a claim as provided in Article 12.

9.05 Rights Upon Inspection, Correction Or Acceptance
A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor’s right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.

B. Inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise
shall not operate to waive Owner’s right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor’s obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.


A. In order that Owner may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to Owner properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period And Project Warranty Period:

A. If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws, regulations or by the terms of Contract Documents or any extended warranty or guaranty, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly without cost to Owner and in accordance with Owner’s written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.

C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

A. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor’s, Subcontractors’, and equipment suppliers’ liability to Owner for damages sustained as result of
latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner’s Right To Direct Changed Work.

A. Owner may, without notice to the sureties and without invalidating the Contract, make changes in the Work ("Changed Work"), including without limitation: alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.

B. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and Owner may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article, and absent such agreement, then as Owner may direct (with Contractor retaining its rights under Article 12 herein).

10.02 Required Documentation For Changed Work

A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Change Directive that shall specify:

1. The Work performed in connection with the change to be made;
2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
3. The extent of the adjustment in the Contract Time, if any.

B. A Change Order or Change Directive will become effective when signed by Owner, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor’s signature, provided Owner indicates same thereon (by indicating it as a “unilateral change order”).

C. All changes in any plans and specifications approved by any authority with jurisdiction may also require addenda or change orders approved by that authority.

D. Where Owner requests, a performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work or shortly in time thereafter.

10.03 Procedures And Pricing Of Changed Work

A. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01 2600 (Modification Procedures).

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances

A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.

11.02 Excusable Delay And Inexcusable Delay Defined.

A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:

1. Changes in the Work ordered by Owner ("Changes");
2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract
Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) (“Acts or Neglect”); or

3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, “force majeure events”), provided damages resulting therefrom are not the result of Contractor’s failure to protect the Work as required by Contract Documents (“Force Majeure”).

B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor’s risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.

C. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

11.03 Notice Of Delay

A. Within seven Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE within ten days of the notice of delay. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:

1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

11.05 Non-Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for

1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts or Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.
B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 110% of the average number of rain days expected for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (NOAA) weather station closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the ">=0.10 inch” column at the applicable weather station’s “General Climate Summary Table” for “Precipitation” at http://www.wrcc.dri.edu/Climsum.html), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.

C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed .1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.

E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor’s progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner’s satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.

B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover
their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work
A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Document 00 7200 and Section 01 2600.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12. Owner shall decide the issue in writing within 15 days; and Owner’s written decision shall be final and conclusive. If Contractor disagrees with Owner’s decision, or if Contractor contends that Owner failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written claim setting forth Contractor’s position as required herein.

12.02 Form And Contents Of Claim
A. Contractor’s written claim must identify itself as a “Claim” under this Article 12 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 through 5; a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to Owner within thirty (30) calendar days of receiving Owner’s written decision, or the date Contractor contends such decision was due, and shall be priced like a change order according to Section 01 2600, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.03 Administration During/After Claim Submission
A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor’s claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner’s determination.
C. After their submission, claims less than $375,000 shall also be subject to the Local Agency Disputes Act.

12.04 Compliance
A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Government Code Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor’s prior compliance with the claims procedure herein and the previous
dispositions under Paragraph 12.3 above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

B. Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

C. Owner shall not be deemed to waive any provision under this Article 12, if at Owner’s sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 3000 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 3000 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor To Protect Underground Facilities.

A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.

B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for
disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor’s attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.

C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

E. Consistent with California Government Code §4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor’s failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed Or Unknown Conditions

A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven Days after first observance of:

1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

B. In response to Contractor’s Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor’s cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)

C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted
its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.

D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
2. Contractor did not know of it; and
3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner’s Project, and Contractor is to apply its skill and industry to verify the information available.

F. Contractor’s compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor’s or its subcontractor’s bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice Of Hazardous Waste Or Materials Conditions

A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 7200), and in no event later than 24 hours after first observance of any:

1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (“hazardous material”); or
2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (“other materials”).

B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

C. Contractor’s Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the
scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
3. Contractor failed to give the written notice within the required timeframe set forth below.

E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.

F. In addition to the parties’ other rights under this Document 00 7200, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor’s right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.

G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 7200.

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney’s fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits And Taxes

A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

14.03 Communications And Information Distribution
A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI’s shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.

B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.

C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of “hard copy” signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.

D. All emails shall be copied to Owner’s and Contractor’s Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension Of Work

A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 2600 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination Of Contract For Cause

A. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor’s right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).

B. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of the
In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination Of Contract For Convenience

A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.

C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.

D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contract recover costs incurred after the date of the termination.

14.07 Contingent Assignment Of Subcontracts

A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:
   1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.
   2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;
   3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
   4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 7200), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and
   5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies And Contract Integration

A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All Owner remedies provided in the Contract Documents shall be taken and construed...
as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.

B. The Contract Documents, any Contract Modifications and Change Orders, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.

C. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation.

A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

B. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Project Manager or any Owner's representative and Contractor; (2) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor.

14.10 Patents

A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each Owner's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

14.11 Substitution For Patented And Specified Articles

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A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words “or Approved Equal” and Contractor may offer any substitute material or process that Contractor considers “equal” in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 2000 (Instructions to Bidders). A substitution will be approved only if it is a true “or equal” item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest Of Public Officers

A. No representative, officer, or employee of Owner no member of the governing body of the locality in which the Project is situated, no member of the locality in which Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

14.13 Limit Of Liability

A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGER AND EACH OTHER OWNER REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules

A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor’s and Subcontractors’ employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner’s approval.

B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.

C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any

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other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection Of Work, Persons, And Property

A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.

B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor’s duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor’s Work.

D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.

F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety And Health

A. Contractor shall ensure that its and each tier of Subcontractors’ employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner’s safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.

B. Contractor shall be fully responsible for the safety of its and its Subcontractors’ employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor’s control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

C. Contractor shall confine all persons acting on its or its Subcontractors’ behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor
shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by Owner. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.05 Use Of Roadways And Walkways

A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with Owner’s prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

15.06 Nondiscrimination

A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the California Government Code. Every contractor for public works violating the provisions of Section 1735 of the California Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the California Labor Code.

15.07 Prevailing Wages And Working Hours

A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

B. Contractor shall forfeit, as a penalty to Owner, Fifty Dollars ($50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.

C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the
locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.

D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, California Labor Code §§ 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.

E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code §§ 1810-1815.

1. Eight hours of labor performed in execution of the Contract constitutes a legal day’s work. The time of service of any workman employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.

2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.

3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.

4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.

1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

   a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

   b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit $25.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.

3. Contractor shall also deliver certified payrolls to Owner with each Application for Payment as set forth above in this Document 00 7200 (General Conditions).

15.08 Environmental Controls
A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in California Government Code §11017. Contractor shall be responsible for insuring that Contractor’s Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.09 Shoring Safety Plan

A. Any conflict between this Paragraph and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.

B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by California Labor Code §6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner’s acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.

D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT
Contractor and Subcontractors are responsible for complying with each and every applicable prevailing wage law and the Owner’s Labor Compliance Program.

ARTICLE 1 - LABOR COMPLIANCE PROGRAM

1.01 In accordance with California Labor Code §1771.7, Owner has established a Labor Compliance Program. This Labor Compliance Program is applicable to construction projects using funds from the Kindergarten-University Public Education Facilities Bond Acts of 2002, 2004 or 2006.

1.02 Owner received initial approval for its Labor Compliance Program from the California Department of Industrial Relations on September 1, 2011.

1.03 All Contractors and Subcontractors providing workers or performing work on the Project shall comply with the Labor Compliance Program.

1.04 All Contractors and Subcontractors providing workers or performing work on the Project shall comply with all applicable wage and hour laws.

ARTICLE 2 - CONTACT INFORMATION

2.01 Owner’s Labor Compliance Program is administered by the Department of Industrial Relations. The telephone number is 1-844-522-6734. All inquiries, questions or requests for assistance with regard to Owner’s Labor Compliance Program should be directed to the Compliance Administrator unless Owner directs otherwise.

ARTICLE 3 - WAGE RATES

3.01 Contractor shall post the applicable prevailing wage rates at each Project construction site.

ARTICLE 4 - NO DUTY TO CONTRACTOR OR SUBCONTRACTOR

4.01 The duty of Owner to carry out its Labor Compliance Program runs solely to the Director of the California Department of Industrial Relations and not to any worker, contractor, subcontractor or other party.

ARTICLE 5 - MANDATORY PRE-BID CONFERENCE

5.01 Owner shall conduct a Pre-Bid Conference at 10am on May 11, 2016 at Laney College, Conference Room T-750, 900 Fallon Street, Oakland, CA 94607 to discuss federal and state labor law requirements applicable to the Project.

5.02 All Contractors must attend this Mandatory Pre-Job Conference and sign an attendance roster as a condition to participating in the Project.

ARTICLE 6 - PAYMENT OF PREVAILING WAGE RATES

6.01 Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract.
6.02 Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.

6.03 The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for each craft, classification, or type of worker needed to execute the Contract including any rate changes that take effect during the term of the Contract.

6.04 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall ascertain and comply with all current general prevailing wage rates for each craft, classification, or type of worker needed to perform the Work, including any rate changes that take effect during the term of such contract.

6.05 The limited exemption from paying prevailing wage rates pursuant to California Labor Code §1771.5 shall be applied to this Contract if the exemption criteria set forth therein are met.

ARTICLE 7 - LABOR CODE COMPLIANT PAYROLL RECORDS

7.01 Contractor must maintain accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing Work on the Project. Contractor’s payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyperson, apprentice worker or other employee employed in connection with the Project.

7.02 Each of Contractor’s payroll record shall be verified by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Contractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Contractor’s employees on the Project.

7.03 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall maintain accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing Work on the Project. Subcontractor’s payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyperson, apprentice worker or other employee employed in connection with the Project.

7.04 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall verified by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Subcontractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Subcontractor’s employees on the Project.

ARTICLE 8 - PAYROLL RECORD AVAILABILITY

8.01 The Contractor shall make available for inspection at all reasonable hours at the principal office of the Contractor, or shall furnish a certified copy, of all Contractor’s payroll records for its employees employed in connection with the Work upon request by an employee, employee representative, Owner, the Compliance Administrator or any other Owner representative, The Division of Labor Standards.

8.02 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall make available for inspection at all reasonable hours at the principal office of the Subcontractor, or shall furnish a certified copy of all Subcontractor’s payroll records.
for its employees employed in connection with the Work upon request by an employee, employee
representative, Owner, the Compliance Administrator or any other Owner representative, The
Division of Labor Standards.

8.03 If the principal office of the Contractor or Subcontractor is more than twenty-five miles from the
Project site, upon request from Owner, the Compliance Administrator or any other Owner
representative or a worker employee, Contractor or Subcontractor shall make a certified copy of
all Contractor’s or Subcontractor’s payroll records for its employees employed in connection with
the Work available for inspection at Owner’s office located at [address].

ARTICLE 9 - SUBMISSION OF WEEKLY PAYROLL RECORDS

9.01 Contractor shall submit to the Compliance Administrator a certified copy of all the Contractor’s
payroll records for its employees employed in connection with the Work on a weekly basis. The
certified payroll records for the preceding week shall be submitted on the Wednesday of the
following week. In the event that a legal holiday falls on Wednesday, the certified payroll records
shall be submitted on the next business day.

A. If there was no work performed during a given week, Contractor’s certified payroll record shall be
annotated: “no work” for that week.
B. Contractor shall mark “final” on its last submitted payroll for the Project.

9.02 The Contractor shall insert in every subcontract or other arrangement which Contractor may
make for performance of Work or labor on Work provided for in the Contract, a provision that
each Subcontractor shall submit to the Compliance Administrator a certified copy of all the
Subcontractor’s payroll records for its employees employed in connection with the Work on a
weekly basis. The certified payroll records for the preceding week shall be submitted on the Wednesday of the following week. In the event that a legal holiday falls on Wednesday, the
certified payroll records shall be submitted on the next business day.

A. If there was no work performed during a given week, Subcontractor’s certified payroll record shall
be annotated: “no work” for that week.
B. Subcontractor shall mark “final” on its last submitted payroll for the Project.

ARTICLE 10 - AUDIT AND INVESTIGATION OF COMPLIANCE

10.01 Owner may conduct reasonable investigation of Contractor’s and/or Subcontractor’s compliance
with the requirements of California Labor Code §§1771, 1775, 1777..5, 1811, 1813 and 1815 and
any other applicable state or federal labor law. Not more than ten days after a written or oral
request from Owner, Compliance Administrator or any other Owner representative, Contractor
and/or Subcontractor shall provide legible copies of time cards, personnel sign in sheets, daily
logs payroll registers, paycheck stubs, cancelled paychecks or any other document requested to
authenticate or corroborate compliance with prevailing wage rate laws. Contractor and/or
Subcontractor shall make the originals of the requested documents available for inspection upon
request by Owner, the Compliance Administrator or any other Owner representative at all
reasonable hours at the principal office of the Contractor or Subcontractor or if the principal office
of the Contractor or Subcontractor is more than 25 miles from the Project site, at Owner’s office
located at Department of General Services, 333 East 8th Street, Oakland, CA 94606.

10.02 Contractor and/or Subcontractor shall assist Owner, the Compliance Administrator or any other
Owner representative with any investigation or audit of Contractor and/or Subcontractor regarding
compliance with the prevailing wage rate laws.

10.03 Contractor and/or Subcontractor shall make its employees available for interviews by Owner, the
Compliance Administrator or any other Owner representative.

10.04 Neither Contractor nor Subcontractor shall take retaliatory measures against any worker on the
Project for informing Owner or Compliance Administrator or Owner representative of, or
responding to, any monitoring, investigation or audit of any violation or suspected violation of the
prevailing wage rate laws.
10.05 Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, the same terms as set forth in this Document 00 7300 Paragraphs 10 and each subpart thereto.

ARTICLE 11 - INADEQUATE OR DELINQUENT PAYROLL RECORDS
11.01 Payment under this Contract shall not be made when Contractor or Subcontractor payroll records are delinquent or inadequate.
11.02 Payroll records shall be considered delinquent if they are not submitted in compliance with Paragraph 9 of this Document 00 7300.
11.03 Payroll records shall also be considered delinquent if they are not submitted within ten days of any written request by Owner or Compliance Administrator or other Owner representative.
11.04 Payroll records shall be considered inadequate if one or more of the following conditions exists:
   A. The record lacks the information required by California Labor Code §1776; or
   B. The record contains the information required by California Labor Code §1776 but is not certified, or is certified by someone that is not an agent of the Contractor; or
   C. A nonconforming record remains uncorrected for one payroll period after Owner or its designee has given Contractor notice of inaccuracies detected by Owner or its designee.

ARTICLE 12 - NAME AND ADDRESS OF BONDING COMPANY
12.01 Contractor shall provide Owner with the name and address of any bonding company issuing a bond that secures the payment of wages by the Contractor. If the name or address of any such bonding company changes over the term of this Contract, Contractor shall provide the new name and/or address of the bonding company to Owner in writing within ten days of such change. The writing shall be clearly identified as “Notice of Change in Bonding Company For Payment of Wages.”
12.02 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall provide Owner with the name and address of any bonding company issuing a bond that secures the payment of wages by the Subcontractor. If the name or address of any such bonding company changes over the term of the Project, Subcontractor shall provide the new name and/or address of the bonding company to Owner in writing within ten days of such change. The writing shall be clearly identified as “Notice of Change in Bonding Company For Payment of Wages.”

ARTICLE 13 - NOTICE TO BONDING COMPANY
13.01 Contractor acknowledges and agrees that in the event that Owner or its Compliance Administrator or any other Owner representative, provides notice of withholding contract payment to the Contractor or Subcontractor, a copy of the notice may also be served on any of Contractor’s or Subcontractor’s bonding companies that issued a bond to securing payment of wages.
13.02 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall acknowledges and agrees that in the event that Owner or its Compliance Administrator or any other Owner representative, provides notice of withholding contract payment to the Contractor or Subcontractor, a copy of the notice may also be served on any of Contractor’s or Subcontractor’s bonding companies that issued a bond to securing payment of wages.

ARTICLE 14 - NOTICE OF WITHHOLDING
14.01 Owner shall provide Contractor with notice of withholding contract payments.
14.02 Owner shall provide Contractor and Subcontractor with notice of withholding if withholding is due to Subcontractor.

ARTICLE 15 - REQUEST FOR REVIEW

15.01 The exclusive and only means for Contractor or Subcontractor to receive review of a decision by Owner to withhold payment for violations of the prevailing wage requirements is through the procedure set forth herein.

15.02 Contractor or Subcontractor may contest a finding that it has violated the prevailing wage requirement laws by submitted a writing clearly identified as “Request for Review” to Owner’s Labor Compliance Program personnel as identified in Paragraph 2 of this Document 00 7300 within sixty (60) days after service of the Notice to Withhold of Contract Payments.

15.03 The Request for Review must clearly identify the Notice of Withholding Contract Payments from which review is sought, including the date of the Notice of Withholding Contract Payments or it shall include a copy of the Notice of Withholding Contract Payments as an attachment.

15.04 The Request for Review must contain a complete statement of the basis for the protest.

15.05 The Request for Review must refer to the specific portion of the Notice to Withhold that forms the basis for the protest.

15.06 The Request for Review must include the name, address, and telephone number of the person representing the protesting party.

15.07 Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, the same terms as set forth in this Document 00 7300 Paragraphs 15, 16 and 17 and each subpart thereto.

ARTICLE 16 - FAILURE TO REQUEST REVIEW SHALL RESULT IN FINAL JUDGMENT

16.01 Failure by the Contractor to submit a timely Request for Review may result in a final order which shall be binding on the Contractor, and which shall also be binding, with respect to the amount due, on the bonding company issuing a bond that secures the payment of wages by the Contractor and a surety on the bond.

16.02 Failure by the Subcontractor to submit a timely Request for Review may result in a final order which shall be binding on the Subcontractor, and which shall also be binding, with respect to the amount due, on the bonding company issuing a bond that secures the payment of wages by the Subcontractor and a surety on the bond.

ARTICLE 17 - NO INTERIM PAYMENT OF WITHHELD CONTRACT PAYMENTS

17.01 Pending a final order, or the expiration of the time period for seeking review of the Notice of Withholding of Contract Payments, Owner shall not disburse any Contract payments that have been withheld.

ARTICLE 18 - FAILURE TO COMPLY WITH LABOR LAWS MAY RESULT IN PENALTIES

18.01 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from bidding on public works projects for up to three years.

18.02 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from being awarded public works projects for up to three years.

18.03 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of the unpaid wages by the Contractor or Subcontractor.

18.04 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of up to $50.00 per each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.
18.05 Failure by Contractor or Subcontractor to submit certified copies of payroll records within ten days of a written request from Owner, the Compliance Administrator or any other Owner representative may result in a forfeiture of up to $25.00 per each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

18.06 Failure by Subcontractor to pay every employee performing Work prevailing wages may result in withholdings, penalties and forfeitures being assessed against Contractor.

ARTICLE 19 - CONTRACTOR MUST MONITOR SUBCONTRACTOR COMPLIANCE

19.01 Contractor shall monitor the payment of the specified general prevailing rate of per diem wages to employees by each Subcontractor by periodically reviewing the certified payroll records of each Subcontractor.

ARTICLE 20 - CORRECTIVE ACTION BY CONTRACTOR REGARDING SUBCONTRACTOR

20.01 Once the Contractor is aware that any Subcontractor has failed to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for Work performed on the Project.

ARTICLE 21 - AFFIDAVIT PRIOR TO FINAL PAYMENT TO SUBCONTRACTOR

21.01 Prior to making final payment to any Subcontractor for Work performed on the Project, Contractor shall obtain an affidavit signed under penalty of perjury from each Subcontractor that each Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the Project and any amounts due under California Labor Code §1813.

ARTICLE 22 - NOTICE OF PRIOR VIOLATIONS OF THE PREVAILING WAGE RATES

22.01 Contractor shall promptly notify Owner if Contractor has been barred from bidding for or working on public works projects for any reason.

22.02 Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the contractor has any interest has been found to have willfully violated the prevailing wage rate laws.

22.03 Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the contractor or has any interest has been found to have violated the public works chapter of the California Labor Code with an intent to defraud.

22.04 The term "any interest" shall have the meaning set forth in California Labor Code §1777.1(f) or any amendment thereto.

22.05 Notice shall be given by the Contractor to Owner before bidding closes or if Contractor is unaware until after bidding has closed, before the Contract is awarded or if the Contractor is unaware until after the Contract has been awarded then before it is executed and if the Contractor is unaware until after the Contract has been executed then not more than five calendar days after Contractor has notice of any kind that it has been found to have willfully violated the prevailing wage rate laws or found to have violated the public works chapter of the California Labor Code with an intent to defraud.

ARTICLE 23 - DEFINITIONS

23.01 All abbreviations and definitions of terms used in this Document 00 7300 are set forth in this Document 00 7300 or in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions).

END OF DOCUMENT
1. **SUMMARY**

A. This document includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).

2. **SUPPLEMENTS**

A. Add new Article 16 - “Insurance Requirements”:

1. At or before the date specified in Document 00200 (Instructions to Bidders), Contractor shall furnish to District satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

   1. **Comprehensive General Liability Insurance** covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy (“Occurrence Form”). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than $1,000,000 each occurrence, $2,000,000 general aggregate limit, and $2,000,000 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.

   2. **Comprehensive Automobile Liability Insurance** covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than $1,000,000 each person Bodily Injury, $1,000,000 each occurrence Bodily Injury, and $1,000,000 each occurrence Property Damage.

   3. **All-Risk Course of Construction Insurance** including damage to property owned by District, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed $10,000. Each loss shall be borne by Contractor.

   4. **Workers’ Compensation Insurance** for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

   5. **[Option] Environmental Impairment Liability Insurance** covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less...
than **[Insert Amount e.g. $1,000,000]** combined single limit for each occurrence.

2. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) for all insurance policies except Workers’ Compensation shall have an A. M. Best Company rating of **A-, VIII** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.

3. **Required Endorsements:** The policies required under paragraphs 4.2.A.1 and 4.2.A.2 [**Option:** and 4.2.A.5] of this Document 00700 shall be endorsed as follows:

   1. Name District, its Board of Directors, and their employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.

   2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company’s liability required under paragraphs 4.2.A.1 and 4.2.A.2 [**Option:** and 4.2.A.5] of this Document 00700.

   3. Insurance shall be primary to District and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured.

4. **[Option] Additional Endorsement:** The policy required under paragraph 4.2.A.1 of this Document 00700 shall be endorsed as follows:

   1. Name the State of California, its officers, agents, employees, and servants as additional insured, but only with respect to liability arising out of the activities of the named insured.

5. Certificates of insurance and endorsements shall have clearly typed thereon District Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Contract Administration/Inspection) at the address listed in Document 00520 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District’s request, Contractor shall submit to District, within 30 Days, copies of the actual insurance policies or renewals or replacements.

6. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

Supplementary Conditions
7. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee’s dependents in the event of employee’s death, is entitled to compensation from District under provisions of the Workers’ Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from District, District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If District is compelled to pay compensation, District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse District.

8. Nothing in paragraph 4.2 of this Document 00700 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

9. All Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to District within ten Days of District’s request.

10. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work (“Professional”).

1. Each Professional shall maintain the following insurance:

a. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional’s Work on the Project, in an amount not less than $1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.

b. All insurance required by paragraphs 4.2.A.1, 4.2.A.2, and 4.2.A.4 of this Document 00700. Professional shall satisfy all other provisions of paragraph 4.2 of this Document 00700 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

END OF DOCUMENT
SMALL LOCAL BUSINESS ENTERPRISE and
SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed $50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District’s Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed $50,000.00 for any bid. (See below Subcontractors section.)

Definitions:

SLBE: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is not Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District’s market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.

- If the business has an office outside of the District’s market area as well as an office within the market area, the office within the District’s market area must be staffed on a full time permanent basis with someone employed by the business.

- If requested, the business that has an office outside of the District’s market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District’s market area at least one (1) year prior to the date of contract award. The one-
year requirement does not apply to businesses whose sole establishment is located within the District's market area.

**Subcontractors:**

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District’s definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.

2. The Subcontractors must provide a Commercially Useful Function.

3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.

4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SEBLE status.

5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
   a. A written statement from the subcontractor agreeing to the substitution.
   b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
   c. When the subcontractor becomes insolvent.
   d. When the District determines the work performed by the subcontractor is not in accordance with the contact agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm's tax returns for the past three consecutive years.
Peralta Community College District

SLBE/ SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District’s market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed $50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Preference</th>
<th>Preference Claimed (check only one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>SELBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>25% of Subcontractors are SLBE/SELBE</td>
<td>4% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>Not Applicable</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self-certification affidavit the District is authorized to impose penalties which may include any of the following:
   
   a) Refusal to certify the award of a contract  
   b) Suspension of a contract  
   c) Withholding of funds  
   d) Revision of a contract for material breach of contract  
   e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: __________________________ Bid Name: ________________________________

_________________________________________ ________________________________
Signed Date

_____________________________ ________________
Printed or typed name Title

_____________________________ ________________
Name of Company Telephone Fax

Small Local Business Enterprise 00 7339 - 3
Laney College Elevator Modernization Project
ARTICLE 1 - COMPLIANCE REQUIRED

1.01 Contractor and Subcontractors shall comply with the requirements of California Labor Code §§1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 - CERTIFICATION OF APPROVAL

2.01 California Labor Code §1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprentice able occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
B. When the number of apprentices in training in the area exceeds a ratio of one to five;
C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 3 - FUND CONTRIBUTIONS

3.01 Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprentice able trade on such contracts and if other contractors on the public works site are making such contributions.

ARTICLE 4 - APPRENTICESHIP STANDARDS

4.01 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

DOCUMENT 00 8250

PROJECT LABOR AGREEMENT

The full document can be found here:

http://web.peralta.edu/purchasing/files/2012/06/00-8251-PLA-Agreement.pdf

END OF DOCUMENT
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

SECTION 01 1100

SUMMARY OF WORK

(Small Projects)

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes Summary of Work and Work Restrictions including:
   1. Work Covered By Contract Documents
   2. Bid Item, Allowances and Alternates
   3. Work Under Other Contracts
   4. Future Work
   5. Work Sequence
   6. Work Days and Hours
   7. Shutdown for Discovery of Cultural Resources
   8. Cooperation of Contractor and Coordination with Other Work
   9. Partial Occupancy/Utilization Requirements
   10. Contractor Use of Site
   11. Air Quality Standards
   12. Construction Staking and Monument Protection
   13. Protection of Existing Structures and Underground Facilities
   14. Permits
   15. Owner-Furnished Products

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises of the construction of Owner’s Laney College Elevators Modernization Project located at Laney College, 900 Fallon Street, Oakland, CA 94607. The Work includes, without limitation, Modernize two geared traction passenger elevators and one hydraulic passenger elevator utilizing existing hoistway. Removal and disposal of all un-useable existing equipment. Contract Documents fully describe the Work.

B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefore.

C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.

D. Allowance Work shall be done as Change Orders and as specified in Section 01 2600 (Modification Procedures). Identify Allowance Items (See Document 00 4000 [Bid Form]) work on the Progress Schedules and on Applications for Payment. The Amount given on Document 00 4000 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form. If the cost of Work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of Work actually done.
1.03 **BID ITEMS, ALLOWANCES AND ALTERNATES**
A. Descriptions of Lump Sum Items (listed by Bid item numbers): *As described on the bid form, Section 00 4113*
B. Descriptions of Unit Price Items and Basis of Measurement for Payment (listed by Bid item numbers): *As described on the bid form, Section 00 4113*
C. Allowances: *As described on the bid form, Section 00 4113*
D. Bid Alternates: *As described on the bid form, Section 00 4113*

1.04 **[OPTIONAL] WORK UNDER OTHER CONTRACTS**
A. None expected

1.05 **[OPTIONAL] FUTURE WORK**
A. None expected

1.06 **[OPTIONAL] WORK SEQUENCE**
A. Construct Work in stages and at times to accommodate Owner operation requirements during the construction period; coordinate construction schedule and operations with Owner.
B. **Special operational constraints include the following:**
   1. [Applicable Special Operational Constraints]

1.07 **WORK DAYS AND HOURS**
A. Work Days and hours: Any activity, especially demolition, that produces loud disruptive noise shall not be performed between the hours of 8am and 6pm on Monday-Friday. Contractor shall consult with Campus and District staff prior to commencement of potential disruptive noise activities. All other work can be performed during normal working hours. Daytime Saturday and Sunday work is also acceptable with advance approval. Early morning demolition work and cleanup must be completed prior to 8am.
B. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

1.08 **SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES**
A. NA

1.09 **COORDINATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK**
A. Coordinate with Owner and any Owner forces, or other contractors and forces, as required by Document 00 7200 (General Conditions).
B. [Option] Employ a full-time coordinator to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.

1.10 **PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS**
A. Allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.
C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.
D. Make available, in areas occupied, on a 24 hour per day and 7 day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
   1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
2. Make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.

E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.

F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).

G. Use by Owner of Work or part thereof as contemplated by this Section 01 1100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.

H. Owner may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in this Section 01 1100, if any, prior to Substantial Completion of all of the Work. Notify Owner in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.11 CONTRACTOR USE OF SITE

A. [OPTIONAL] Access is available to the Site from [Identify Street] along the route indicated. [For access to Owner property] The entrance to the access road is protected with a gate and lock. Contractor shall insert Contractor's own lock in series and ensure that the entrance is locked at the end of each work day and at other times as may be necessary to control unauthorized entry.

B. For work in Owner building] Contractor shall contact Owner at least 2 Business Days prior to entering the building and performing Work to allow Owner to arrange access into the building. Access Request forms shall be submitted 48 hours in advance of anticipated on-site Work to gain permission to enter Site and to allow notification to occupants.

C. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.

D. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.

E. Coordinate parking, storage, staging, and Work areas with Owner. Owner will provide a storage area for Contractor's equipment and materials. Do not store construction materials in the dripline of any tree.

F. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.

G. The Contractor shall follow all city ordinances in force during the duration of this Contract.

H. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
I. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.12 [OPTIONAL] AIR QUALITY STANDARDS
A. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions.
B. Maintain equipment in good mechanical condition.
C. Cover trucks hauling dirt.
D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).
E. Replace ground cover in disturbed areas as soon as possible.
F. Enclose, cover, water, or apply soil binders to exposed stockpiles.
G. Remove earth tracked onto neighboring paved roads at least once daily.
H. Limit equipment speed to 10 miles per hour in unpaved areas.

1.13 [OPTIONAL] CONSTRUCTION STAKING AND MONUMENT PROTECTION
A. Notify Owner 3 Business Days prior to the need for initial staking. Owner will provide engineering surveys to establish construction stakes that in Owner’s judgment are necessary to enable Contractor to proceed with the Work.
B. If Contractor finds any additional staking necessary, notify Owner in writing 2 Business Days in advance. Owner shall have no liability for any inadequacy unless Contractor notifies Owner and Owner fails to cure within 3 Business Days of such notice.
C. Contractor shall be responsible for laying out the Work, shall protect and preserve the established construction stakes and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any construction stakes or property monuments, or require relocation because of necessary changes in grades or locations, provide at least 2 Business Days advance notice to Owner. In any event, notify Owner whenever any construction stakes or property monuments are lost or destroyed or require relocation because of necessary changes in grades or locations. Owner shall replace or repair construction stakes or property monuments at Contractor’s expense.
D. Perform brush clearing and traffic control, as necessary, in Owner’s sole judgment.
E. Illegible survey requests or requests for surveys without proper (at least 3 Business Days) notification, may result in delayed surveys. No extension of Contract Time will be allowed due to such delays.
F. If Owner’s survey crews are not available to perform the survey staking following proper notification, Contractor shall provide its own survey staking. Provide Owner with Contractor’s survey staking information in writing within 3 Business Days after it becomes available to Contractor.

1.14 GEOTECHNICAL DATA AND EXISTING CONDITIONS
A. Available Documentation: In accordance with, and subject to, the provisions of Document 00 3000 (Geotechnical Data and Existing Conditions), the following documentation is available for review. This information is not part of the Contract Documents.
   1. [vicinity map]
      [location]
      [prepared by]
      [date prepared]
   2. [name of report or data]
      [location]
      [prepared by]
      [date prepared]
1.15 [OPTIONAL] PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to Owner. At least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:

   [Options]

1. Sewer lines: [City Name Department of Transportation]
2. Phone: (___) ___-____
3. Water/Sewer lines: [City Name Municipal Water Department]
4. Phone: (___) ___-____
5. Water/Sewer lines: [City Name Public Works Department]
6. Phone: (___) ___-____
7. Telephone conduit: [Telephone Provider] Phone: USA Toll Free: (800) ___-____
8. Cable: [Cable Provider] Phone: USA Toll Free: (800) ___-____

B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.

C. [Option] Attention is also directed to the existence of overhead power and telephone lines.

D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least 7 Days in advance of the date of construction within such area.

E. [Option] Telemetry antennas: Ensure that the telemetry and voice communication antennas located on the [Identify the Building] roof remain operational. Owner’s telemetry system is critical to the function and operation of Owner’s water supply and distribution system. Coordinate relocation of equipment related to the telemetry and voice communication systems with Owner. Notify Owner 3 Days prior to conducting any Work in the vicinity of the telemetry antenna.

F. [Option] No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems or electrical conduits. Contact the property owners prior to construction.

G. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).

H. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor’s attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.16 [OPTIONAL] PERMITS

A. Permits, agreements, or written authorizations that are known by Owner to apply to this Project are listed below:

1. Storm Water Pollution Prevention
2. Cal/OSHA Permit. Obtain, as applicable, permit(s) as required by Cal/OSHA for the following:
   a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
   b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
   c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
3. The local Cal/OSHA district office is located at:
B. All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00 7200 (General Conditions).

1.17 [OPTIONAL] ACTUAL DAMAGES FOR PERMIT VIOLATIONS

A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions), Owner may incur actual damages, including fines imposed by any regulatory agency, resulting from [loss of use of the __________, or from] use in violation of legal or regulatory requirements where the violations result from Contractor's activities. Continuous operation of the __________ in compliance with legal or regulatory requirements is essential to avoid discharges that would violate applicable regulations. Violations or threatened violations may subject Owner to fines of up to [$_________] per Day or occurrence and/or other costs or civil liabilities.

B. Contractor shall be liable for and shall pay Owner the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.

C. The amount of liquidated damages provided in Document 00 5200 (Agreement) and Document 00 7200 (General Conditions) is not intended to include, nor does the amount include, any damages incurred by Owner for reasons other than those listed in that paragraph. Any money due or to become due to Contractor may be retained by Owner to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, Owner shall have the right to recover the balance from Contractor or its sureties.

PART 2 – PRODUCTS

2.01 [OPTIONAL] PRODUCTS ORDERED IN ADVANCE

A. As provided in Document 00 7200 (General Conditions) and Section 00 2000 (Measurement and Payment), and subject to all other provisions of the Contract Documents, Owner will pay for the following materials and equipment prior to incorporation into the Work:

1. [None OR List Items]
2. ______________ [Other materials and equipment at the sole discretion of Owner.]

2.02 [OPTIONAL] OWNER-FURNISHED PRODUCTS

A. Owner-Furnished Products:

1. [None OR List Items]

B. Owner's Responsibilities:

1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
2. Arrange and pay for delivery to Site.
3. On delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, Defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

C. Contractor's Responsibilities:

1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at Site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install, and finish products.
4. Repair or replace items damaged after receipt.
5. Install into Project per Contract Documents.

PART 3 – EXECUTION – NOT USED

[OPTION IF THERE ARE PERMITS: Permit copies follow this page numbered consecutively as 01 1100]

END OF SECTION
LANEY COLLEGE ELEVATORS MODERNIZATION PROJECT

SECTION 01 2000

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02 REFERENCES

A. California Public Contract Code
B. Code of Civil Procedures
C. Government Code

1.03 COMPOSITION AND SCOPE OF CONTRACT SUM

A. Scope of Contract Sum

1. The Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.

2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof.

B. Unit Price items

1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by Owner based on, so far as practicable, actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, within prescribed or ordered limits, and no payment will be made for Work unsatisfactorily performed or done outside of limits.

2. performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities bid or otherwise stated in the Contract Documents. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor’s incremental cost differential resulting from increased or decreased economies of scale.

C. Lump Sum Items

1. When estimated quantity for specific portion of Work is not indicated and/or Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.

2. Payment for lump sum Work, or items of Work subject to a lump sum (e.g. without limitation, change order work), shall be made on the basis of satisfactory completion of such Work or work item, earned in progressive stages in accordance with the Contract Documents, up to but not exceeding the Contractor’s percentage completion of the Work or item.

3. Lump sum items shall be paid based upon the approved Schedule of Values, which shall be used to measure progressive payments based upon satisfactory progress towards completion of the item.
D. **Allowance Items**

1. **Allowance Work**: Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract price accordingly.

1.04 **PAYMENT PROCEDURES**

A. **Schedule of Values**:

1. Within ten Days from issuance of Notice of Award and prior to the Contractor’s first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown shall be referred to as the Schedule of Values.

2. Contractor’s overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as “general conditions costs,” (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor’s total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.

3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.

4. Owner will reject any attempt to increase the cost of early activities, i.e., “front loading,” resulting in a complete reallocation of money until such “front loading” is corrected. Repeated attempts at “front loading” may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.

B. **Contractor’s Requests for Progress Payments**

1. If requested by Contractor, progress payments will be made monthly, under the following conditions:

2. On or before the 25th Day of each month, Contractor shall submit to Owner five copies of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of that current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Owner and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor’s Application for Payment being delayed for more than a Day for Day basis.

3. Except as otherwise provided in a labor compliance program applicable to the Work (if any) or as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to the Owner the Contractor’s and its Subcontractors’ certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for
4. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner’s sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.

5. Each Application for Payment shall list each Change Order and Construction Change Directive (“CCD”) executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to Owner.

6. If Owner requires substantiating data, Contractor shall submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.

7. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

C. Owner’s Review of Progress Payment Applications

1. Owner will review Contractor’s Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

2. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.

3. Pursuant to California Public Contract Code §20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.

4. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In Owner’s sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, Owner may retain an additional 5% of any earned amounts until such requirements are satisfied.

5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from contractor and subcontractors for the current payment period.

D. Payment for Material and Equipment Not Yet Incorporated Into the Work

1. No payment shall be made for materials or equipment not yet incorporated into the Work,
except as specified elsewhere in the Contract Documents or as may be agreed to by Owner in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:

2. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.

3. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner.

4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.

5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor’s expense.

6. At Contractor’s expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.

7. Contractor’s Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, but not be limited to, conditional releases of mechanics’ liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.05 FINAL PAYMENT

A. Final Payment

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.

2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Final Accounting

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.

2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 6530 (Agreement and Release of Claims).
1.06 SUBSTITUTION OF SECURITIES

A. Public Contract Code Section 22300. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.

2. Alternatively, Contractor may request and Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the work of the Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from Owner. Contractor shall then pay to each Subcontractor, not later than 20 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.

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

4. Contractor may enter into an escrow agreement, form included in Contract Documents, as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.

5. Public Contract Code Section 22300, in effect on Bid Day, is hereby incorporated in full by this reference and shall supersede anything inconsistent therewith.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
1.01 SUMMARY
A. Section includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).
B. Description of procedures for modifying the Contract Documents and determining costs for changes in contract amounts.

1.02 PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER

A. Contractor-Initiated Change Proposal Request (CPR) and Procedures:
   1. Contractor may initiate changes by submitting a Change Proposal Request ("CPR").
   2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the form included in this Project Manual. All CPRs must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.
   3. If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.
   4. If CPR is not acceptable to Owner because it does not agree with Contractor’s proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven (7) Days (except as otherwise provided herein), submit a revised CPR.
   5. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (CD) as provided below.

B. Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations:
   1. Contractor may submit RFIs’s for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.
   2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor’s failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor’s waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
   3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner’s administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by
Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

4. Owner will respond within ten (10) days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.

5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.

6. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.

C. Time Requirements:

1. If Contractor believes that an Owner response to an RFI, submittal or other Owner direction, results in change in Contract Sum or Contract Time, Contractor shall notify Owner with the issuance of a preliminary CPR within ten Days after receiving Owner’s response or direction, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 7200 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a CPR, then Contractor shall submit the TIE required herein concurrently with the CPR and in no event later than ten Days after providing the notice of delay.

2. If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may submit an updated and final CPR and TIE within 14 days of submitting the preliminary CPR.

3. If Owner agrees with Contractor’s CPR and/or TIE, then Owner will prepare a Change Order for Owner and Contractor signatures. If Owner disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Document 00 7200 (General Conditions), and proceed thereunder.

4. Contractor must submit CPRs, notices of potential claim or Claims within the required time periods. Any failure to do so waives Contractor’s right to submit a CPR or file a Claim.

D. Cost Estimate Information:

1. Contractor and subcontractors shall, upon Owner’s request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

1.03 PROCEDURES FOR OWNER INITIATED CHANGE ORDERS

A. Owner Initiated Change Directives (CD):

1. Owner may, by Change Directive (“CD”) or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.

2. If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Contractor shall promptly proceed with the change of Work involved and respond to Owner within ten (10) Days.

3. Contractor’s response must be any one of following:
   a. Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).
   b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
   c. Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.
4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:
   a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
   b. Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
   c. Cost to be determined in a manner agreed.

5. Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.

6. If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 7200 (General Conditions) and/or Owner may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.

7. Pending final determination of cost to Owner, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.

B. Owner Initiated Change Order (CO) or Request for Proposal (RFP):
   1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal (“RFP”) or Change Order (“CO”) to Contractor.
   2. Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
   3. In response to an RFP, Contractor shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner’s RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.
   4. If the parties agree on price and time for the work, the Owner will issue a Contact Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.04 PROCEDURES THAT APPLY TO CONTRACTOR- AND OWNER-INITIATED CHANGE ORDERS

A. Adjustment of Schedules to Reflect Change Orders or CDs:
   1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown therein prior to the next monthly pay period.
   2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.
3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

B. Required Documentation for Adjustments to Contract Amounts:

1. For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.

2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.

3. Contractor shall, on request, provide additional data to support computations for:
   a. Quantities of products, materials, labor and equipment.
   b. Taxes, insurance, and bonds.
   c. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
   d. Credit for deletions from Contract, similarly documented.

4. Contractor shall support each claim or computation for additional cost, with additional information including:
   a. Origin and date of claim or request for additional compensation.
   b. Dates and times Work was performed and by whom.
   c. Time records and wage rates paid.
   d. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
   e. Credit for deletions from Contract, similarly documented.

C. Responses and Disputes:

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.

2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

1.05 COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

A. Calculation of Total Cost of Extra Work:

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost(s)); Component 2 (Markup); and, Component 3 (bonds, insurance, taxes).

2. Component 1: Direct Cost(s) of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, material costs and equipment rental costs, as defined herein;

3. Component 2: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and

4. Component 3: Actual additional costs for any additionally required insurance, bonds, and/or taxes, defined herein, is calculated without Markup.

1.06 MEASUREMENT OF DIRECT COST OF CONSTRUCTION (COST COMPONENT NO. 1)

A. Composition of Component 1 (Direct Cost of Construction):

1. Component 1 has four subcomponents, also referred to as "LEMS":
   a. Labor (Component 1A)
   b. Equipment (Component 1B)
   c. Materials (Component 1C)
   d. Subcontractors (Component 1D)
B. **Measurement of Cost of Labor (Component 1A):**

1. Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:
   
a. **Actual Wages:** Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
   
b. **Labor surcharge:** Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
   
c. Cost of labor shall include no other costs, fees or charges.

2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.

3. Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, delivered to Owner weekly.

C. **Measurement of Cost of Equipment (Component 1B):**

1. **Measurement of Component 1B (Cost of Equipment).** Cost of Equipment shall be calculated as: Cost of Equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.

2. For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.

3. Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the CalTrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (AED) book.

4. In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

5. Unless otherwise specified, manufacturer’s ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

6. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:
   
a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be $ \frac{1}{2} \text{ hour of operation}.
   
b. When daily rates are listed, less than four hours of operation shall be considered to be $ \frac{1}{2} \text{ Day of operation}.$
c. Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.

7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
   a. Owner will pay for costs of loading and unloading equipment.
   b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
   c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
   d. Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
   e. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

8. Employee vehicles are not part of Component 1A, rather, are included within Component 2 (Markup).

9. Equipment costs shall include no other costs, fees or charges.

D. **Measurement of Cost of Material (Component 1C):**

1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:

2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.

3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

4. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.

5. Material costs shall include no other costs, fees or charges.

E. **Measurement of Cost of Subcontractors (Component 1D):**

1. Where reimbursed or calculated per the terms of the Contract Documents, change order or Change Directive, cost of Subcontractors shall be calculated as amounts earned by Subcontractors procured in compliance with the Contract Documents and approved by the Owner, provided such subcontractor earned amounts meet the following requirements:

   a. Such amounts are earned under the terms of the Subcontracts and the Work complies with the terms of the Contract Documents;
   
   b. Such amounts are properly requested, documented and permitted under the terms of the subcontract(s) and the Contract Documents.
   
   c. Total cost to Owner of Direct Costs of Construction (labor, equipment, materials), Markup, and costs of bonds, insurance and taxes, conform to contract limitations (i.e., totals paid by Owner do not exceed the 20% Markup limitation.).
1.07 MEASUREMENT AND PAYMENT OF MARK UP (COST COMPONENT 2)

A. Markup Percentages for Changed Work (Component 2):

1. Markup on Direct Cost of labor and materials for extra Work shall be 15%. Markup on Direct Cost of equipment for extra Work shall be 15%.
2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on “Component 1” Direct Costs shall not exceed 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.
3. Under no circumstances shall the total Markup on any extra Work exceed twenty (20) percent, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

B. Measurement and Payment of Mark Up (Component 2):

1. Mark Up (Component 2) provides complete compensation to Contractor for:
   a. All Contractor profit;
   b. All Contractor home-office overhead;
   c. All Contractor assumption of risk assigned to Contractor under the Contract Documents;
   d. Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements.
2. Profit. Compensation for profit included within Component 2 (Mark Up), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.
3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Mark Up), includes without limitation: Salaries and other compensation of any type of Contractor’s personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor at any location other than the Project specific site office, including without limitation, Contractor’s principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor’s capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.
4. Assumption of Risk. Compensation for Contractor’s assumption of risk under the Contract Documents, included within Component 2 (Mark Up), includes without limitation loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes (“unallowable costs”), for Contractor and subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-comforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or “buy out” errors, unallocated scope, or incomplete transfer of scope or contract terms to subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.
5. General Conditions and Division 1 General Requirements. Compensation for Contractor’s General Conditions and General Requirements Costs included within Component 2 (Mark Up), includes compensation to Contractor for: Contractor’s direct costs, without overhead...
or profit, for salaries and related forms of compensation and employer’s costs for labor and personnel costs, of Contractor’s employees and subconsultant’s employees (if any), while and only to the extent they are performing Work at the Project Site. Personnel and Work compensated by this Component include without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; estimating. Compensation for Contractor’s General Requirements Costs included within Component 2 (Mark Up), compensates Contractor for its “General Requirements” Costs, including without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor’s motor vehicles used by any Contractor’s personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by the Markup component do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work.

1.08 MEASUREMENT AND PAYMENT OF BONDS INSURANCE TAXES (COMPONENT 3)

A. Measurement of Bonds, Insurance, Taxes (Component 3):

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as “BIT”. All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.

2. There is no mark up on BIT.

1.09 EFFECT OF PAYMENT

A. Change Order Compensation is All Inclusive.

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.

2. Payment for Direct Cost of Construction (Component 1 or LEMS) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.

3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.
4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending the Contract Time.

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are (i.) actually incurred performing the Work, (ii.) not compensated by the Markup allowed, and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability / Accord and Satisfaction.

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.

2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.

3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.

4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 7200 (General Conditions) no later than thirty (30) days after Contractor’s first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor’s representation of its agreement with this provision.

1.010 MISCELLANEOUS REQUIREMENTS

A. Owner-Furnished Materials.

1. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records And Certification.

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.

2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor’s claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily
comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE
This Cost Proposal is in response to the above-referenced _______ [insert RFP, etc. as applicable].

Brief description of change(s): ____________________________________________________________

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REQUESTED CHANGE IN CONTRACT TIME (DAYS)
(Time Impact Evaluation Enclosed)

By Contractor: __________________________ Signature: __________________________ Date: __________________________
LANEY COLLEGE ELEVATORS MODIFICATION PROJECT

SECTION 01 3119

PROJECT MEETINGS

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site). Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, but not be limited to, the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor’s on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor’s Initial Progress Schedule
13. Contractor’s Schedule of Values
14. Contractor’s Schedule of Submittals
15. Jurisdictional agency requirements
16. Owner will distribute copies of minutes to attendees. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.03 WEEKLY PROJECT MEETINGS

A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner’s Offices unless otherwise specified in Contract Documents.

1. Owner’s Representative will prepare agenda and distribute it 4 Days in advance of meeting to Contractor.
2. Participants with agenda items shall present them.
3. The Architect/Engineer and other responsible entities shall attend meetings unless otherwise specified in Contract Documents or provided by Owner.
4. Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within 3 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final memorialization of results of meeting.
5. Progress meetings shall be attended by Contractor’s job superintendent, major Subcontractors and suppliers, Owner, and others as appropriate to agenda topics for each meeting.
6. Agenda may contain the following items, as appropriate:
   a. Review, revise as necessary, and approve previous meeting minutes
   b. Review of Work progress since last meeting
   c. Status of Construction Work Schedule, delivery schedules, adjustments
   d. Submittal, RFI, and Change Order status
   e. Review of the Contractor’s safety program activities and results, including report on all serious injury and/or damage accidents
   f. Other items affecting progress of Work

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.

B. At this meeting, at a minimum, the following items will be reviewed:
   1. Percent complete of each activity;
   2. Time impact evaluations for Change Orders and Time Extension Request;
   3. Actual and anticipated activity sequence changes;
   4. Actual and anticipated duration changes; and
   5. Actual and anticipated Contractor delays.

C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor’s General Superintendent and Scheduler shall attend these meetings.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
LANEY COLLEGE ELEVATORS MODIFICATION PROJECT

SECTION 01 3230

PROGRESS SCHEDULES AND SUBMITTALS

PART 1 – GENERAL

1.01 SUMMARY
A. Section includes description of requirements and procedures for submitting progress schedules and submittals.

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES
A. Contractor shall submit original (baseline) progress schedule two weeks prior to the first Application for Payment.
B. Baseline Progress Schedule shall show Contractor’s construction and procurement activities, including but not limited to, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

1.03 SCHEDULE REQUIREMENTS.
A. Unless Owner agrees in writing otherwise, progress schedule shall be on Microsoft Project, Primavera P6, Suretrack, or equivalent software, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed for start dates, necessary work activities, durations (not longer than 21 calendar days) and logic ties.
B. Contractor’s progress schedule may be in the form of a CPM (arrow) diagram or, if Owner agrees in writing, a bar chart. The hard copies of the schedule supplied to Owner shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
C. Unless Owner agrees in writing otherwise, progress schedule shall also show early and late start and finish dates and total available float (float to the successor activity’s late start date) for each activity. Owner has no obligation to accept an early completion schedule.

1.04 MONTHLY UPDATES
A. Contractor’s progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner’s review and acceptance for use in monitoring Contractor’s Work and evaluating Applications for Payment.
B. Contractor shall supply Owner with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide Owner with three-week lookahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.

1.05 RECOVERY SCHEDULE
A. Owner may request a recovery schedule should Contractor fall 21 or more Days behind any schedule Milestone, which schedule shall show Contractor’s plan and resources committed to retain Contract completion dates.
B. The recovery schedule shall show the intended critical path. If Owner requests, Contractor shall also:
   1. Secure and demonstrate appropriate Subcontractor and supplier consent to the recovery Schedule.
   2. Submit a narrative explaining trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or Subcontractors.
1.06  TIME IMPACT EVALUATION (“TIE”) FOR CHANGE ORDERS, TIME EXTENSIONS AND DELAYS:

A. When Contractor requests a time extension for any reason, Contractor shall submit a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE’s impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.

B. Contractor is responsible for all costs associated with the preparation of TIE’s, and the process of incorporating TIE’s into the current schedule update. Provide Owner with four copies of each TIE.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
LANEY COLLEGE ELEVATORS MODIFICATION PROJECT

SECTION 01 3300

SUBMITTALS

PART 1 – PART 1 GENERAL

1.01 SUMMARY

A. Section includes description of requirements and procedures for submittals.

1.02 SCHEDULE OF SUBMITTALS

A. Contractor shall prepare for Owner’s review and acceptance prior to commencement of work on the Site, for purposes of contract administration, a schedule of submittals (also referred to as a submittal register) required to complete the Work, prepared by Contractor and accepted by Owner for contract administration. Schedule of submittals shall include, for each submittal: the specification or drawing reference requiring the submittal, if applicable; the material, item, or process for which the submittal is required; the submittal number and identifying title of the submittal; the Contractor’s anticipated submission date and the approval need date.

B. Contractor shall update monthly the schedule of submittals to reflect actual submission and acceptance dates for submittals. Review by Owner of schedule of submittals does not excuse Contractor of obligation to supply, schedule and coordinate all submittals required by the Contract Documents.

1.03 CONTRACTOR TO SUBMIT SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

A. Contractor shall review for compliance with Contract Documents, approve and submit to Owner Shop Drawings, Product Data, Samples and similar submittals required by Contract Documents.

B. Contractor shall schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Contractor shall include certifications to be submitted with the pertinent drawings at the same time.

C. Contractor shall coordinate scheduling, sequencing, preparing and processing of all submittals with performance of work so that work will not be delayed by submittal processing.

D. Submittals shall specifically identify any Work depicted that does not conform to the Contract Documents.

1.04 OWNER REVIEW OF SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

A. After review by Owner of each Submittal, material will be returned to Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with general design concept of the Work, future Submittals and additional partial Submittals for any portions of the Work not covered in this Submittal. Does not constitute acceptance or deletion of specified or required items not shown on the Submittal.

2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.

3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or
errors that shall be resolved or corrected by Contractor prior to subsequent review by Owner.

4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.

B. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from Owner’s review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner’s review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon Contractor’s own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.

C. Unless otherwise specified, Owner’s review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

D. Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been favorably reviewed by the Owner; otherwise, any such Work is at Contractor’s sole risk.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
LANEY COLLEGE ELEVATORS MODIFICATION PROJECT

SECTION 01 4100

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:
   1. Regulatory requirements applicable to Contract Documents
   2. Required provisions under Local Agency Disputes Act
   3. Required references under federal law

1.02 GENERAL

A. Compliance with Laws
   1. Conform to all applicable codes, laws, ordinances, rules and regulations, which shall have
      full force and effect as though printed in full in these Specifications. Codes, laws,
      ordinances, rules, regulations and ordinances (Regulatory Requirements) are not
      furnished to Contractor, because Contractor is assumed to be familiar with these
      requirements.
   2. Any listing of Regulatory Requirements for hazardous waste abatement Work in the
      Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor’s
      responsibility for complying with all applicable Regulatory Requirements having application
      to the Work. Where conflict among the Regulatory Requirements or with these
      Specifications occurs, the most stringent requirements shall be used.
   3. Specific reference in the Specifications to codes and regulations or requirements of
      regulatory agencies shall mean the latest printed edition of each adopted by the regulatory
      agency in effect at the time of the opening of Bids, except as may be otherwise specifically
      stated in the Contract Documents.

B. Precedence
   1. Where specified requirements differ from Regulatory Requirements, the more stringent
      requirements shall take precedence. Where Drawings or Specifications require or describe
      products or execution of better quality, higher standard or greater size than required by
      Regulatory Requirements, then Drawings and Specifications shall take precedence so long
      as such increase is legal. Where no requirements are identified on Drawings or in
      Specifications, comply with all Regulatory Requirements of governing authorities having
      jurisdiction.
   2. Should any conditions develop not covered by the Contract Documents wherein the
      finished Work will not comply with current codes, a Change Order detailing and specifying
      the required Work shall be submitted to and approved by Owner before proceeding with
      the Work.

1.03 REGULATORY REQUIREMENTS

A. Applicable Codes
   1. Codes that apply to Contract Documents include all Codes applicable to construction,
      including, but not limited to, the following:
      a. California Building Code (2007 Edition or latest applicable code) as amended by
         applicable local ordinances for all construction work.
b. California Electrical Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
c. California Plumbing Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
d. California Mechanical Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
e. International Fire Code (2006 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
f. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
g. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

B. Applicable Laws, Statutes, Ordinances, Rules, And Regulations

1. During prosecution of Work to be done under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

   a. Federal:

      1) Americans With Disabilities Act of 1990
      2) 29 CFR, Section 1910.1001, Asbestos
      3) 40 CFR, Subpart M, National Emission Standards for Asbestos
      4) Executive Order 11246
      5) Federal Endangered Species Act
      6) Clean Water Act

   b. State of California:

      1) California Code of Regulations, Titles 5, 8, 17, 19, 21, 22, 24 and 25
      2) California Public Contract Code
      3) California Health and Safety Code
      4) California Government Code
      5) California Labor Code
      6) California Civil Code
      7) California Code of Civil Procedure
      8) CPUC General Order 95, Rules for Overhead Electric Line Construction
      9) CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
      10) Cal/OSHA
      11) OSHA: Hazard Communications Standards
      12) California Endangered Species Act
      13) Water Code
      14) Fish and Game Code

   c. State of California Agencies:

      1) State and Consumer Services Agency
      2) Office of the State Fire Marshall
      3) Office of Statewide Health Planning and Development
      4) Department of Fish and Game
      5) All Air Quality Management Districts with jurisdiction
      6) All Regional Water Quality Control Boards with jurisdiction
      7) Division of the State Architect (if having jurisdiction)

   d. All Local Agencies with jurisdiction (cities, counties, fire departments)
C. **Change Orders and Claims:**

1. The California Public Contract Code, including but not limited to Section 7105(d)(2), and the California Government Code Section 930.2 et seq., apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims. Federal law (U.S. v. Holpuch 326 U.S. 234) shall supplement California law on the enforceability of these requirements.

2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner and approved as to form by their respective legal counsel.

D. **Required Provisions On Contract Claim Resolution**

1. The California Public Contract Code specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

2. For the purposes of this section, “Claim” means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00 7200 (General Conditions) and be submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12. Separate Claims which total more than $375,000 do not qualify as a “separate demand of $375,000 or less,” as referenced above, and are not subject to this section.

3. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

4. **Caution.** This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

5. **Procedure:**

   a. The Claim must be in writing, submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 7200 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 7200 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.

   b. For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner’s written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

   c. For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim,
any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner’s written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

d. Meet and Confer: If Claimant disputes Owner’s written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner’s response or within fifteen (15) days of Owner’s failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

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

E. Compliance With Americans With Disabilities Act

1. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

F. Compliance With IRCA

1. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the immigration Reform and Control Act (“IRCA”). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor’s employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor’s subcontractors.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
   2. Full titles are given in this Section for standards cited in other Sections of Specifications.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

A. References
   1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
   2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, code, or of any instruction of any supplier, Contractor shall report it in writing at once to Owner’s Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Owner.

B. Precedence
   1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
      a. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
      b. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
   2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner’s Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Architect/Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
C. **Referenced Grades, Classes, and Types:**
   1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

D. **Edition Date of References:**
   1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
   2. All amendments, changes, errata and supplements as of the effective date shall be included.

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

1.03 **DEFINITIONS**

A. **Meaning of Words and Phrases**

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. **Addenda:** Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.

2. **Agreement (Document 00 5200):** Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.

3. **Alternate:** Work added to or deducted from the base Bid, if accepted by Owner.

4. **Application for Payment:** Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.

5. **Approved Equal:** Approved in writing by Owner as being of equivalent quality, utility and appearance.

6. **Architect/Engineer:** If used elsewhere in the Contract Documents, “Architect/Engineer” shall mean a person (or that person’s firm) holding a valid California State Architect’s or Engineer’s license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all
Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.

7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.

8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.


10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.


12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
   a. New Year’s Day, January 1;
   b. Martin Luther King Jr.’s Birthday, third Monday in January;
   c. Lincoln’s Birthday, February 12;
   d. Presidents’ Day, third Monday in February;
   e. Memorial Day, last Monday in May;
   f. Independence Day, July 4;
   g. Labor Day, first Monday in September;
   h. Veterans’ Day, November 11;
   i. Thanksgiving Day, as designated by the President;
   j. The Day following Thanksgiving Day;
   k. Christmas Day, December 25; and
   l. Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.

13. By Owner: Work that will be performed by Owner or its agents at the Owner’s expense.

14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.

15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:
   a. a change in the Work;
   b. the amount of the adjustment in the Contract Sum, if any; and
   c. the amount of the adjustment in the Contract Time, if any.

16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.

17. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

18. Construction Change Directive (“CCD”): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

19. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.

20. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
a. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions).
b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including Document 00 7201 (Supplementary Conditions).


22. Contract Modification: Either:
   a. a written amendment to Contract signed by Contractor and Owner; or
   b. a Change Order; or
   c. a Construction Change Directive; or
   d. a written directive for a minor change in the Work issued by Owner.

23. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.

24. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.

25. Contractor: The person or entity identified as such in the Agreement and referred throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.

26. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.

27. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.

28. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.

29. Division of State Architect: A division of the State of California providing, design and construction oversight for K–12 schools and community colleges, and developing and maintaining accessibility standards and codes utilized in public and private buildings throughout the State of California.

30. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.


32. Final Acceptance or Final Completion: Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
   a. Final cleaning is completed.
   b. All systems having been tested and accepted as having met requirements of Contract Documents.
   c. All required instructions and training sessions having been given by Contractor.
d. All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
e. All punch list Work, as directed by Owner, having been completed by Contractor.
f. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.

33. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

34. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

35. Furnish: Supply only, do not install.

36. Indicated: Shown or noted on the Drawings.

37. Install: Install or apply only, do not furnish.

38. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).

39. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.

40. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

41. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

42. Modification: Same as Contract Modification.

43. Not in Contract or "NIC": Work that is outside the scope of Work to be performed by Contractor under Contract Documents.

44. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statute.

45. Off Site: Outside geographical location of the Project.

46. Owner: Owner is defined in Document 00 5200 (Agreement).

47. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.

48. Owner's Representative(s): See Document 00 5200 (Agreement).

49. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

50. PCBs: Polychlorinated byphenyls.

51. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Document 01 1100 (Summary).

52. Product Data: That information (brochures, catalog sheets, manufacturer’s cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.

53. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).
54. **Project:** Total construction of which Work performed under Contract Documents may be whole or part.

55. **Project Manager:** If used elsewhere in the Contract Documents, “Project Manager” shall mean a person representing the Owner in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to Owner. When Project Manager is referred to within the Contract Documents and no Project Manager has in fact been designated, then the matter shall be referred to Owner. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of Owner, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of Owner Project Manager is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.


57. **Project Record Documents:** All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.

58. **Provide:** Furnish and install.

59. **Request for Information (“RFI”):** A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.

60. **Request for Proposals (“RFP”):** A document issued by Owner to Contractor whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.


62. **RFI-Reply:** A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.

63. **Samples:** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

64. **Shop Drawings:** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

65. **Shown:** As indicated on Drawings.

66. **Site:** The particular geographical location of Work performed pursuant to the Contract Documents.

67. **Specifications:** The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.

68. **Specified:** As written in Specifications.

69. **Subcontractor:** A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.
70. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of Owner for final payment. The terms “Substantially Complete” and “Substantially Completed” as applied to all or part of the Work refer to Substantial Completion thereof.

71. **Supplemental Instruction:** A written directive from Owner to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.

72. **Testing and special inspection agency:** An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

73. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

74. **Unit Price Work:** Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary).

75. **Work:** The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.

B. **Other Defined Terms**

The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.

2. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**
LANEY COLLEGE ELEVATORS MODIFICATION PROJECT

SECTION 01 7700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

A. Section describes requirements and procedures for:
   1. Project cleaning
   2. Testing of equipment and systems
   3. Substantial Completion
   4. Final Completion
   5. Close Out
   6. Warranties

1.02 SUBSTANTIAL COMPLETION

A. Removal of Temporary Construction Facilities and Project Cleaning.
   1. Prior to Substantial Completion inspection: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to specified condition.

B. Equipment and Systems.
   1. Prior to Substantial Completion, Contractor shall start up, run for periods prescribed by Owner, operate, adjust and balance all manufactured equipment and Project systems, including but not limited to, mechanical, electrical, safety, fire, and controls.
   2. Demonstrate that such equipment and systems conform to contract standards and manufacturer’s guarantees. Where applicable, use testing protocols specified, and if the contract is silent, then consistent with manufacturer’s recommendations and industry standards.

C. Procedure for Substantial Completion
   1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner, with list of items remaining to be completed or corrected and explanation of why such items do not prevent Owner’s beneficial use and occupancy of the Work for its intended purposes. Within reasonable time, Owner will inspect to determine status of completion.
   2. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. Owner will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then pay the cost of the reinspection.
   3. When Owner concurs that Work is Substantially Complete, Owner will issue a written notice or certificate of Substantial Completion, accompanied by Contractor’s list of items to be completed or corrected as verified by Owner.
   4. Manufactured units, equipment and systems that require startup must have been started up and before a notice or certificate of Substantial Completion will be issued.
   5. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are
required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these visits.

1.03 FINAL COMPLETION

A. Requirements
   1. Final Completion occurs when Work meets requirements for Owner’s Final Acceptance.

B. Procedure
   1. When Contractor considers Work is Finally Complete, submit written certification that:
      a. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
      b. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Owner, and are operative.
      c. Project Record Documents are completed and turned over to Owner, and Work is complete and ready for final inspection.
   2. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
   3. Should Owner determine that Work is incomplete or Defective, Owner promptly will so notify Contractor, in writing, listing the incomplete or Defective items. Contractor shall promptly remedy the deficiencies and notify the Owner when it is ready for re-inspection.

C. Final Adjustments of Accounts:
   1. Submit a final statement of accounting to Owner, showing all adjustments to the Contract Sum and complete and execute Document 00 6530 (Agreement and Release of Claims).
   2. If so required, Owner shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

D. Warranties
   1. Execute Contractor’s Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized. Assemble in Specification Section order.
   2. Submit material prior to final Application for Payment. For equipment put into use with Owner’s permission during construction, submit within 14 Days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
   3. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents. Warranty shall be countersigned by manufacturers. Where specified, warranty shall be countersigned by Subcontractors and installers.
   4. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
   5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
a. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.

b. Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.

E. **Warranty of Title:**
   
   1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

F. **Turn-In.** Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned in to Owner.

G. **Release of Claims.** Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Claims) is completed and executed by Contractor and Owner.

H. **Fire Inspection Coordination.** Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable).

I. **Building Inspection Coordination.** Coordinate with Owner a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION
DIVISION 14 – CONVEYING EQUIPMENT

14 00 00 Conveying Equipment

14 21 00 – Traction Elevators

14 21 23 – Electric Traction Passenger Elevators

14 24 00 – Hydraulic Elevator

14 24 23 – Hydraulic Passenger Elevator

PART 1 - GENERAL

1.1 SUMMARY AND DEFINITIONS

A. Related Documents

1. Division 01 - Supplementary General Conditions
2. Request for Proposal

B. Related Sections

1. Division 03: Cutting and patching.
2. Division 03: Concrete pits and slabs.
3. Section 03 60 00: Grouting under hoistway door sills.
4. Section 05 12 00: Structural steel hoistway/machine frame, hoist beam in overhead.
5. Section 05 50 00: Access Ladders, sump grating, railing and inspection platforms, intermediate support members, sump pit covers.
6. Section 05 70 00: Interior Ornamental Metals.
7. Section 08 80 00: Interior Glass and Glazing.
8. Section 09 20 00: Shaft and control room walls.
9. Section 09 60 00: Finished flooring.
10. Division 23: Ventilation of hoistway and control room, and fire extinguisher in control room.
11. Division 26: Power feeders to starter panels, controllers, motor drives and/or power units through fused main line switches.
12. Division 26: Branch circuits through fused disconnects for car lights.
14. Division 26: Signal wiring to initiate emergency power operation.
15. Division 26: Conduit and wire runs for wiring required to monitor elevators from a central location.
16. Division 26: Shunt trip devices to automatically disconnect the main power supply to the elevators prior to the activation of sprinkler system.
17. Division 27: Life safety system speakers and telephone communication wiring to a junction box in the control room for each elevator.
18. Division 27: Card reader and CCTV Systems, device and their interface with the elevator system.

C. Intent

1. This is intended to be a “turn-key” project. The elevator contractor shall be acting as the prime/general contractor on this project and is responsible for all related work and work designated “by others”.

2. This section includes electric traction passenger elevators and hydraulic passenger elevators.

3. The following outlines the scope of work covered in this Section:

   a. Modernize two (2) geared traction passenger elevators and one (1) hydraulic passenger elevator utilizing existing hoistway.

   b. Removal and disposal of all un-useable existing equipment.

4. Related equipment shall be designed, constructed, installed and adjusted to produce the highest results with respect to smooth, quiet, convenient and efficient operation, durability, economy of maintenance, and the highest standard of safety.

5. It is not the intent of these specifications to detail the construction and design of all parts of the equipment, but it is expected that the type, materials, design, quality of work and construction of each part shall be adequate for the service required, durable, properly coordinated with all other parts, and in accordance with the best commercial standards applicable and of the highest commercial efficiency possible.

6. Electric and magnetic circuits and related parts shall be of proper size, design and material to avoid heating and arcing, and all other objectionable effects which may reduce the efficiency of operation, economy of maintenance and/or net-useful life of the apparatus.

7. Minimum requirements for design, materials, etc., are for certain parts of the equipment. Equivalent requirements approved by the Consultant shall apply to such parts as are of special design, construction or material and to which the specified requirements are not directly applicable. These minimum requirements as a whole shall be considered as establishing proportionate general minimum standards for all parts of the equipment.

8. The Consultant may permit variations from the requirement of these specifications to permit use of the Contractor’s standard equipment, provided such standard equipment is in every way adequate for the intended use and meets the full intent of these specifications. All such variations proposed by the manufacturer shall be called to the attention of the Consultant and shall only be made if approved in writing prior to the award of the contract. Equipment shall be designed to fit within the existing hoistway width and depth. Pit depth and overhead will be altered to suit increase in elevator speed.

9. General requirements for design, materials and construction are intended primarily to apply to the heavy-duty and important parts of the equipment specifically mentioned and to other parts of similar duty and importance. Less important and light-duty parts may be of the standard design, materials and construction provided that, in the opinion of the Consultant, such standards are in accordance with the best commercial practice and are fully adequate for the purpose of use. All such variations shall be made only on the Consultant’s written approval.

10. All equipment and component parts installed, supplied or provided under this contract shall be manufactured and distributed by the installer.

   a. Apparatus shall conform to the design and construction standards referenced herein, and shall be rated the best commercial grade suitable for this application.
b. Equipment and component systems shall not employ any experimental devices or proprietary designs that could hamper and/or otherwise prohibit subsequent maintenance repairs or adjustments by all qualified contractors.

c. Manufacturers of the apparatus shall provide technical support and parts replacements for their equipment and component systems for a minimum of fifteen (15) years from the completion of the project, and issue such guarantee of support to the purchaser with written certification naming the final Owner of their product(s) to ensure the apparatus or systems remain maintainable regardless of who may be selected for future service.

11. All equipment provided shall be factory and field tested with a history of design reliability and net-useful life established.

   a. Contractor must be able to demonstrate the apparatus to be installed has been used successfully in a substantially similar manner under comparable conditions.
   
   b. If the apparatus proposed differs substantially in construction, material composition, design, size, capacity, duty or other such rating from the equipment previously used for the same purpose by the manufacturer, the Consultant may reject the apparatus or require the vendor test and demonstrate the adequacy and suitability for this particular situation. Any necessary tests shall be performed at the sole expense of the Contractor with no prior guarantee of acceptance after the testing procedure.

12. The Contractor shall not use as part of the permanent equipment any experimental devices, proprietary design, components, construction of materials which have not been fully tried out in at least substantially similar or under comparable service, except as may be especially approved by the Consultant. If any important equipment or devices to be used on this installation differ substantially in construction, materials, design, size, capacity or duty from corresponding items previously used for the same purpose by the manufacturer, they shall pass such tests as the Consultant may require to fully show their adequacy and suitability. These tests shall be in addition to tests herein specified and shall be made at the expense of the Contractor.

13. Certain design limitations, tests, etc., are herein specified as a partial check of the adequacy of design, construction and materials used. These requirements do not cover all features necessary to ensure satisfactory and approved operation, etc., of the equipment.

14. It is understood, the entire system shall be designed, fabricated, modified and/or upgraded in full compliance with applicable local laws and code standards. The absence of a particular item or requirement shall not relieve the Contractor of the full and sole responsibility for such equipment, features and/or procedures.

15. With the exception of only those items specifically identified as being performed by others, the Specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the Contract Documents. Inasmuch as it is understood that any incidental work necessary to complete the project is also covered by the Specifications, bidders are cautioned to familiarize themselves with the existing job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contract.

16. Bidders must report discrepancies or ambiguities occurring in the Specifications to the Consultant for resolution prior to the bidding deadline, otherwise the Specifications shall be deemed acceptable in their existing form.
D. Description

1. Work Included: The extent of the work as indicated in this document.
2. Work of this Section includes labor, materials, tools, equipment, appliances and services required to remove and dispose of existing equipment, manufacture, deliver and install the new units complete as shown on the drawings, as specified herein, and/or as required by job conditions.
3. The work and/or requirements specified in all sections is described in singular with the understanding that identical work shall be performed on all units or associated systems unless otherwise specified herein.
4. The work shall include but is not limited to the following:
   a. Modernize two (2) 2,500 lb. capacity traction passenger elevators operating at 350 fpm.
   b. Modernize one (1) 2,000 lb. capacity hydraulic passenger elevator operating at 125 fpm.

E. Abbreviations and Symbols

1. The following abbreviations, Associations, Institutions, and Societies may appear in the Project Manual or Contract Documents:

   - AHJ Authority Having Jurisdiction
   - AIA American Institute of Architects
   - ANSI American National Standards Institute
   - ASME American Society of Mechanical Engineers
   - ASTM American Society for Testing and Materials
   - AWS American Welding Society
   - CBC California Building Code
   - CCR California Code of Regulations
   - IBC International Building Code
   - IEEE Institute of Electrical and Electronics Engineers
   - NEC National Electrical Code
   - NEMA National Electrical Manufacturers Association
   - NFPA National Fire Protection Agency
   - OSHA Occupational Safety and Health Act

F. Codes and Ordinances / Regulatory Agencies

1. Work specified by the Contract Documents shall be performed in compliance with applicable Federal, State, and municipal codes and ordinances in effect at the time of Contract execution. Regulations of the Authority Having Jurisdiction shall be fulfilled by the Contractor and Subcontractors. The entire installation, when completed, shall conform with all applicable regulations set forth in the latest editions of:
   a. Local and/or State laws applicable for logistical area of project work.
   b. Building Code applicable to the AHJ.
   c. Elevator Code applicable to the AHJ.
   d. Safety Code for Elevators and Escalators, ASME A17.1 and all supplements as modified and adopted by the AHJ.
   e. Safety Code for Elevators and Escalators, A17.1S supplement to A17.1 as modified
and adopted by the AHJ for Machine Room Less installations (MRL).

g. Safety Code for Existing Elevators and Escalators, ASME A17.3 as modified and
adopted by the AHJ.
h. Guide for emergency evacuation of passengers from elevators, ASME A17.4.
j. American With Disabilities Act - Accessibility Guidelines for Building and
Facilities and/or A117.1 Accessibility as may be applicable to the AHJ.
k. ASME A17.5/CSA-B44.1 - Elevator and escalator electrical equipment.

2. The Contractor shall advise the Owner’s Representative of pending code changes that
could be applicable to this project and provide quotations for compliance with related costs.

G. Reference Standards

1. AISC - Specification for the Design, Fabrication and Erection of Structural Steel for
   Buildings.
2. ICC/ANSI A117.1 - Buildings and Facilities - Providing Accessibility and Usability for
   Physically Handicapped People.
5. ANSI/UL 10B - Fire Tests of Door Assemblies.
7. ASTM A36 - Steel Supports and Reinforcement.
9. ASTM A276 - Stainless Steel Bars and Shapes.
10. ASTM A446 - Steel Sheet, Zinc Coated (Galvanized) by the Hot-Dip Process, Structural
    (Physical) Quality.
11. ASTM B36 (36M) – Bronze Sheet (alloy) UNS No.C2800 (Muntz metal).
13. ASTM B221 - Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes and
    Tubes.
14. ASTM B455 - Bronze Extrusions.
15. NEMA LD3 - High Pressure Decorative Laminates
18. ANSI Z97.1 – Laminated/Safety Tempered Glass

H. Definitions

1. Defective Work: Operation or control system failure, including excessive malfunctions;
   performances below specified ratings; excessive wear; unusual deterioration or aging of
   materials or finishes; unsafe conditions; need for excessive maintenance; abnormal noise
   or vibration; and similar unusual, unexpected, and unsatisfactory conditions.
2. Provide: Where used in this document, provide shall mean to install new device, apparatus,
   system, equipment or feature as specified in this document.
3. Definitions in ASME A17.1 as amended or modified by the AHJ apply to work of this
   Section.
1.2 PERMITS AND SUBMITTALS

A. Permits

1. Comply with the requirements of Division 01.
2. Prior to commencing work specified by the Contract Documents, the Contractor shall, at its own expense, obtain all permits or variances as may be required by the AHJ and provide satisfactory evidence of having obtained said permits and variances to both the Owner’s Representative and Consultant.
3. File necessary drawings for approval of all Authorities Having Jurisdiction.

B. Submittals

1. Comply with the requirements of Section 01300.
2. Submit the following
   a. Samples

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Size</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1</td>
<td>3</td>
<td>12” x 12”</td>
<td>Exposed finishes as requested by Owner’s Representative</td>
</tr>
<tr>
<td>S2</td>
<td>1</td>
<td>Actual</td>
<td>Each fixture as requested by the Owner’s Representative</td>
</tr>
<tr>
<td>S3</td>
<td>1 of each</td>
<td>Actual</td>
<td>Braille plate, Elevator ID plate, Medical Star of Life plate</td>
</tr>
</tbody>
</table>

   The samples shall be:

   1) Held on site after inspection and used as a standard for acceptance or rejection of subsequent production units.
   2) Labeled to identify their intended use and relation to the documents, e.g., car finishes, control panel, etc.
   3) Returned to the elevator contractor at the completion of the project.
   4) Subject to approval, where an item of equipment is a standard item, copies of the manufacturer’s catalogue or brochure may be accepted provided that all dimensions and relevant information are shown in the catalogue or brochure.

   b. Shop Drawings - Submit computer generated layout drawings for approval. Include the following:

   1) A listing of all components, devices and sub-systems including:
      a. Manufacturer and location of plant
      b. Size and model number

   2) Control Room Plan indicating:
      a. Location of equipment and code clearances
      b. Service connections and disconnect switches
3) Fixture details including hall lanterns, hall pushbutton stations, car operating panel, etc.
4) Wiring diagrams
5) Insert diagrams
6) Cab details including wall, ceiling, base, handrail, lighting, fixtures, front return and transom plans and sections
7) Machine room and Hoistway criteria including:
   a. Location of machine and governor
   b. Controller
   c. Structural requirements and reactions
   d. Clearances
   e. Access requirements

3. Calculations
   a. Rail loads
   b. Pit and machine room reactions
   c. Heat emissions in machine room
   d. Electrical loads including, accelerating and running currents. Include all auxiliary loads.
   e. Submit design calculations identifying seismic design forces and support capacities. Calculations shall be certified by a registered professional engineer.

C. Measurements and Drawings
   1. The full responsibility for detailed dimensions lies with the Contractor.
   2. In the execution of the work on the job, the Contractor shall verify all dimensions with the actual conditions.
   3. Where the work of the Elevator Contractor is to join other trades, the shop drawings shall show the actual dimensions and the method of joining the work of the various trades.

D. Substitutions
   1. The Owner may at any time make changes in the specifications, plans and drawings, omit work, and require additional work to be performed by the Contractor.
   2. Requests for substitutions will be considered under the following time limitations and situations:
      a. Not less than ten (10) calendar days before bids are due.
      b. Work or equipment specified becomes unavailable through unforeseen events such as strikes, loss of manufacturer’s plant through fire, flood or bankruptcy.
   3. Requested substitutions will be reviewed and adjudged. Failure of the Consultant to raise objection shall not constitute a waiver of any of the requirements of the Contract Documents.
   4. Request for substitutions shall include complete data with drawings and samples as required, including the following:
      a. Quality Comparison - Proposed substitution versus the specified product.
      b. Changes required in other work because of the substitution.
c. Effect on the construction schedule.

d. Cost Data - Resulting from the proposed substitution versus the specified product. The Contractor shall certify that the cost data presented is complete and includes all related costs under this Contract.

5. When proposing a substitution, the Contractor represents that:

a. They have investigated the proposed substitution and have determined that it is equal to or better than the product specified.

b. They will guarantee the substitution in the same manner as the product specified.

c. They will coordinate and make other changes as required in the work as a result of the substitution.

d. They waive all claims for additional costs as a result of the substitution, with the exception of those identified above under “cost data”.

6. The Consultant will be sole judge of the acceptability of the proposed substitution.

7. The Consultant will have authority to approve or reject substitutions or to change the specified standards of quality. However, neither this authority to act under this provision nor any decision made in good faith, either to exercise or not to exercise this authority, shall give rise to any duty or responsibility of the Consultant to the Contractor, any Subcontractor, any Sub-Subcontractor, any of their agents or employees or any other persons performing the work or offering the perform the work.

E. Changes in Scope and Extra Work

1. Each such addition or deletion to the Contract shall require the Owner and the Contractor to negotiate a mutually acceptable adjustment in the contract price, and, for the Contractor to issue a change order describing the nature of the change and the amount of price adjustment.

2. The Contractor shall make no additions, changes, alterations or omissions or perform extra work except on written authorization of the Owner.

3. Each change order shall be executed by the Contractor, Owner, and the Consultant.

F. Keys

1. Upon the initial acceptance of work specified by the Contract Documents on each unit, the Contractor shall deliver to the Owner, six (6) keys for each general key-operated device that is provided under these specifications in accordance with ASME A17.1, Part 8 standards as may be adopted and modified by the AHJ.

2. All other keying of access or operation of equipment shall be provided in accordance with ASME A17.1 Part 8 as may be adopted and modified by the AHJ.

G. Diagnostic Tools

1. Prior to seeking final acceptance of the project, the Contractor shall deliver to the Owner any specialized tools required to perform diagnostic evaluations, adjustments, and/or programming changes on any microprocessor-based control equipment installed by the Contractor. All such tools shall become the property of the Owner.

   a. Owner’s diagnostic tools shall be configured to perform all levels of diagnostics, systems adjustment and software program changes which are available to the
Contractor.

b. Owner’s diagnostic tools that require periodic re-calibration and/or re-initiation shall be performed by the Contractor at no additional cost to the Owner for a period equal to the term of the maintenance agreement from the date of final acceptance of the project.

c. The Contractor shall provide a temporary replacement, at no additional cost to the Owner, during those intervals in which the Owner might find it necessary to surrender a diagnostic tool for re-calibration, re-initiation or repair.

2. Contractor shall deliver to the Owner, printed instructions, access codes, passwords or other proprietary information necessary to interface with the microprocessor-control equipment.

H. Wiring Diagrams, Operating Manuals and Maintenance Data

1. Comply with the requirements of Division 01.

2. Contractor shall deliver to the Owner, four (4) identical volumes of printed information organized into neatly bound manuals prior to seeking final acceptance of the project.

3. The manuals shall also be submitted in electronic format on non-volatile media, incorporating raw ‘CAD’ and/or Acrobat ‘PDF’ file formats.

4. Manuals, as well as electronic copies, shall contain the following:

a. Step-by-step adjusting, programming and troubleshooting procedures that pertain to the solid-state microprocessor-control and motor drive equipment.

b. Passwords or identification codes required to gain access to each software program in order to perform diagnostics or program changes.

c. A composite listing of the individual settings chosen for variable software parameters stored in the software programs of both the motion and dispatch controllers.

d. Method of control and operation.

5. Contractor shall provide four (4) sets of “AS INSTALLED” straight-line wiring diagrams in both hard and electronic format in accordance with the following requirements:

a. Displaying name and symbol of each relay, switch or other electrical component utilized including identification of each wiring terminal.

b. Electrical circuits depicted shall include all those which are hard wired in both the machine room and hoistway.

c. Supplemental wiring changes performed in the field shall be incorporated into the diagrams in order to accurately replicate the completed installation.

6. Furnish four (4) bound instructions and recommendations for maintenance, with special reference to lubrication and lubricants.

7. Manuals or photographs showing controller repair parts with part numbers listed.

I. Training

1. Prior to seeking final acceptance of the project, the Contractor shall conduct a four-hour training program on-site with building personnel selected by the Owner’ Representative.

2. The focus of the session shall include:
3. Control features covered shall include but, not be limited to:

   a. Independent Service Operation.
   b. Emergency Fire Recall Operation - Phase I
   c. Emergency In-car Operation - Phase II.
   e. Emergency Communications Equipment.
   f. Security Operating Features.
   g. Interactive Systems Management.
   h. Remote Monitoring/Controls.

4. Demonstration of control features

   a. The trainer shall demonstrate the operation of each control feature.
   b. The trainer shall have each Owner selected employee demonstrate the operation of each control feature.

5. Documentation:

   a. The trainer shall have a sign in chart for the Owner selected employees with columns and /or row listing the control features trained on and the control features they personally demonstrated to the group and trainer.

J. Patents

   1. Patent licenses which may be required to perform work specified by the Contract Documents shall be obtained by the Contractor at its own expense.
   2. The Contractor agrees to defend and save harmless the Owner, Consultant and agents, servants, and employees thereof from any liability resulting from the manufacture or use of any patented invention, process or article of appliance in performing work specified in the Contract Documents.

K. Advertising

   1. Advertising privileges shall be retained by the Owner.
   2. It shall be the responsibility of the Contractor to keep the job site free of posters, signs, and/or decorations.
   3. Contractor’s logo shall not appear on faceplates or entrance sills without the approval of the Owner.

1.3 QUALITY ASSURANCE

   A. Materials and Quality of Work

   1. All materials are to be new and of the best quality of the kind specified.
   2. Installation of such materials shall be accomplished in a neat manner and be of the highest quality.
a. Should the Contractor receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or quality of installation, the Contractor shall, within twenty-four (24) hours, remove such work or materials and make good all other work or materials damaged.

b. Should the Owner permit said work or materials to remain, the Owner shall be allowed the difference in value or shall, at its election, have the right to have said work or materials repaired or replaced as well as the damage caused thereby, at the expense of the Contractor, at any time within one (1) year after the completion of the work; and neither payments made to the Contractor, nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

B. Mechanical Design Requirements (General)

1. The following typical requirements shall apply to all parts of the work where applicable and are supplementary to other requirements noted under the respective headings.

a. All bearings, pivots, guides, guide shoes, gearing, door hanger sheaves, door hanger tracks and similar elements subject to friction or rolling wear in the entire elevator installation shall be accurately and smoothly finished and shall be arranged and equipped for adequate and convenient lubrication. Means shall be provided for flushing and draining the larger bearings and gear case. All oiling holes shall have dustproof, self-cleaning caps.

b. Bearings of governor and governor sheaves and important supporting bearings of other parts in motion when the elevator is traveling shall, unless otherwise specified or approved, be of ball or roller bearing type or shall have renewable linings of bronze or Babbitt metal.

c. Bearings for brake levers and similar uses where the amount of movement under load is light and the wear negligible may be unlined.

d. All plain bearings shall be liberally sized in accordance with the best commercial elevator usages which have proved entirely satisfactory on heavy-duty installations.

e. Bearings of motors shall be arranged and equipped for adequate automatic lubrication. Ring or chain oilers, spring-fed grease cups and equivalent devices properly used in accordance with the best commercial elevator practice will be acceptable. Approved means shall be provided for visibly checking the amount of lubricant contained and for flushing and draining. Means shall also be provided for preventing leakage of lubricant when the reservoirs or grease cups are filled to proper levels.

f. Ball and roller bearings shall be of liberal size and of a type and make which have been extensively and successfully used on other similar, heavy-duty elevator installations. They shall be fully enclosed. Loading, lubrication, support and all other conditions of use shall be in accordance with the recommendations of the bearing manufacturer based on previous extensive and satisfactory elevator usage.

g. All armature spiders and similar items intended to rotate with their shafts shall be keyed and/or firm press or shrunk fit on the shafts. Set screw fastening will be permitted only for minor items not subject to hoisting loads and where means for field adjustment is required.

h. All bolts used to connect moving parts, bolts carrying hoisting stresses and all other bolts, except guide rail bolts, subject to vibration or shock shall be fitted with adequate means to prevent loosening of the nuts and bolts. Bolts transmitting important shearing stresses between machine parts shall have tight body fit in
drilling holes.

i. All machine work, assembling and installing shall be done by skilled and experienced mechanics using first-class, modern equipment and tools. All work shall be thoroughly high grade in every respect. All parts will be manufactured to high precision standards so that wearing parts will be readily interchangeable with stock repair parts with a minimum of field fitting.

j. All bearing and sliding surfaces of shafts, pins, bearings, bushings, guides, etc., shall be smoothly and accurately finished. They shall be assembled and installed in accurate alignment and with working clearance most suitable for the load, speed, lubrication and other conditions of use.

k. Structural steel used for supporting and securing equipment and for the construction of car slings, etc., shall conform to the A.S.T.M. specification for Structural Steel for Buildings. Design stresses shall not exceed those specified in the local Building Code.

l. Castings of motor frames, sheaves, gear casings, etc., shall be of the best quality metallurgically controlled, hard, close grained gray machinery cast iron, free from blow holes, sand holes, or shrinkage cracks, ground to remove overruns, sanded and machined so as to leave a finish suitable for its particular application. Surfaces of sheaves and brake drums shall be entirely free from defects and shall show a hardness of not less than 220 Brinell.

C. Electrical Design Requirements (General)

1. The following typical requirements shall apply to all parts of the work and are supplementary to other requirements noted under the respective headings.

a. The design and construction of the motors shall conform to the requirements of these specifications and to the ASME Standards for Rotating Electrical Machinery with revisions issued to the first day when the work of this Contract was advertised.

1) Motors shall operate successfully under all loads and speeds and during acceleration and deceleration.
2) Motors shall be designed for quiet operation without excessive heat.
3) Insulation on motor coils and windings and on all insulated switch, relay, brake and other coils shall conform to the requirements for Class “H” insulation, as defined in ASME Standards for Rotating Electrical Machinery. All motors shall be impregnated twice.
4) Switches, relays, etc., on controller, starter and signal panels and similar items on other parts of the equipment shall be the latest improved type for the condition of use. They shall function properly in full accordance with the requirements of the machines controlled and with the specified operating requirements of the elevator. Any of these parts showing wear or other injurious effects during the guarantee period to the extent that abnormal maintenance is required or indicated shall be replaced with proper and adequate parts by the Contractor.
5) Contacts in elevator motor circuits which are intended to be opened by governors or other safety devices shall be copper to carbon or other approved non-fusing type.
6) Where required, controllers and other component parts of the installation shall be labeled in accordance with the latest codes and standards as adopted and/or otherwise modified by the AHJ.
7) Electrical equipment, motors, controllers, etc., installed under this contract shall have necessary CSA/US or UL/US listing as may be required by the AHJ. Equipment shall be labeled or tagged accordingly.

D. Materials, Painting and Finishes

1. Two (2) coats of rust-inhibiting epoxy based paint shall be applied to exposed ferrous metal surfaces in the pit that do not have a galvanized, anodized, baked enamel, or special finishes.
2. Two (2) coats of rust-inhibiting enamel paint to the machinery located within the control room, as well as to the control room floors.
3. Metal surfaces of stainless steel or similar non-ferrous materials which are specified to be refinished, re-clad and/or provided new, shall be sufficiently clear coated so as to resist tarnishing during normal usage for a period of not less than twelve (12) months after final acceptance by the Owner.
4. Identify all equipment including buffers, crosshead, safety plank, machine, controller, drive, governor, disconnect switch, car apron, etc., by 4” high numerals which shall contrast with the background to which it is applied. The identification shall be either decalcomania or stencil type.
5. Paint or provide decal-type floor designation not less than six (6) inches high on hoistway doors (hoistway side), fascias and/or walls as required by Code at intervals not exceeding 7'-0". The color of paint used shall contrast with the color of the surface to which it is applied.

E. General

1. Cold-rolled Sheet Steel Sections: ASTM A1008, commercial steel, Type “B”.
   a. Shop Prime: Factory-applied baked-on coat of mineral filler and primer.
   b. Finish Paint: Two (2) coats of low-sheen baked enamel, color as selected by the Owner’s Representative.
   c. Steel Equipment: Two (2) coats of manufacturer’s standard rust-inhibiting paint.
2. Steel Supports and Reinforcement: ASTM A36
3. Stainless Steel Bars and Shapes: ASTM A276
4. Stainless Steel Tubes: ASTM A269
5. Aluminum Extrusions: ASTM B221
6. Structural Tubing: ASTM A500
8. Clear Tempered Glass: ASTM C1048

F. Disabled Access Requirements

1. Locate door reopening devices at 5” and 29” above the finish floor when individual contact projection apparatus is employed.
2. Locate the alarm button no lower than 35” and floor and control buttons not more than 48” above the finished floor. The alarm button shall illuminate when pressed for visual acknowledgement to user. The uppermost floor button shall be located at 48”.
3. Provide raised markings in the panel to the left of the car call and other control buttons. Letters and numbers shall be a minimum of 5/8” and raised .03” and shall be white on a black background.
4. The centerline of the hall push button shall be 42” above the finished floor.
5. The hall arrival lanterns or cab direction lantern provided shall sound once for the “up” direction and twice for the “down” direction. Design and locate fixtures per CBC standards.
6. Provide floor designations at each entrance on both sides of jamb at a height of 60” above the floor. Designations shall be 2” high, raised .03”, white in color on a black background as selected by the Owner. Locate Braille below floor designation.
   a. Use cast metal plates secured with unexposed tamper-proof hardware.
7. Provide an audible signal within the elevator to tell passenger that the car is stopping or passing a floor served by the elevator.
8. Where elevator operate at a speed greater than 200 fpm, provide a verbal annunciator to announce the floor at which the elevator is stopping where required by the AHJ.
9. Provide signal control timing for passenger entry/exit transitions per Federal standards.
10. Ensure sill-to-sill running clearances do not exceed 1-1/4” at all landings served.
11. Provide visual call acknowledgment signal and engraved instructions for car emergency intercommunication device.

G. Qualifications

1. The work shall be performed by a company specialized in the business of manufacturing, installing and servicing conveying systems of the type and character required by these specifications with a minimum of ten (10) years’ experience.
2. Prior written acceptance is required for manufacturers other than those listed, before quoting this project. Requests for acceptance will not be considered unless they are submitted before bid date and are accompanied by the following information:
   a. List of five (5) similar installations having exact equipment being proposed for this project arranged to show name of project, system description and date of completed installation.
   b. Complete literature, performance and technical data describing the proposed equipment.
   c. List of ten (10) service accounts by building name, building manager or owner, including phone numbers.
   d. Location of closest service office from which conveying system will be maintained.
   e. Location of closest parts inventory for this installation.

1.4 DELIVERY / STORAGE / HANDLING / COORDINATION

A. Delivery and Storage of Material and Tools

1. Comply with the requirements of Division 01.
2. Delivery, Storage and Handling:
   a. Deliver materials to the site ready for use in the accepted manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name and manufacturer's name. Delivered materials shall be identical to accepted samples.
   b. Store materials under cover in a dry and clean location, off the ground.
   c. Remove delivered materials which are damaged, exhibit rust, or are otherwise not
suitable for installation from the job site and replace with acceptable materials.

3. The Owner shall bear no responsibility for the materials, equipment or tools of the Contractor and shall not be liable for any loss thereof or damage thereto.
4. The Contractor shall confine storage of materials on the job site to the limits and locations designated by the Owner and shall not unnecessarily encumber the premises or overload any portion with materials to a greater extent than the structural design load of the Facility.

B. Related Work and Coordination

1. Contractor to provide and coordinate installation of sleeves, block outs, equipment with integral anchors, and other items that are embedded in concrete or masonry for the applicable equipment. Furnish templates, sleeves, equipment with integral anchors, and installation instructions and deliver to Project site in time for installation.
2. Contractor to provide and coordinate sequence of installation with other work to avoid delaying the Work.
3. Contractor to provide and coordinate locations and dimensions of other work relating to the equipment scheduled for installation including pit ladders, sumps, and floor drains in pits; entrance frames, machine beams; and electrical service, electrical outlets, lights, and switches in pits and control rooms, overhead sheave rooms/equipment areas and hoistways as it relates to the specific equipment.

C. Protection of Work and Property

1. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner’s property from injury or loss arising out of this contract.
2. The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of the Owner.
3. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Such protection shall include any necessary guards or other barricades for employee protections during and after the modernization procedure.

D. Temporary Elevator

1. There may be a requirement for the use of an elevator during construction. Provide an alternate price for:
   a. Temporary car enclosure.
   b. Required guards and protective barriers.
   c. Power and lighting.
   d. Any special labor related to such temporary service.

2. The Contractor shall also include all charges connected with:
   a. Testing of the unit(s) for acceptance by the AHJ.
   b. Maintenance required for temporary service.

3. All equipment shall be restored to a "like new" condition at the Contractor's expense prior to acceptance of the work by the Construction Manager.
1.5 RELATED WORK

A. Work By Contractor

1. The following requirements shall be applicable based on prevailing conditions at the site of work and/or mandated modifications for code compliance.

   a. Modify existing or provide new main line power feed with related disconnect switch designed and located per local law requirements.

      1) Circuit breakers and/or fused disconnects shall be lockable in the “OFF” position in accordance with applicable code.

   b. The top surface of any setback or projection in the hoistway that measures 2” or more in width shall be beveled at an angle of not less than 75 degrees from horizontal, constructed from prime painted 14 gauge cold-rolled steel and installed so as to conform with ASME A17.1 elevator safety code as modified by, and/or in addition to codes and standards accepted by the AHJ.

   c. Remove existing and provide duplex GFI receptacles inside the control room and hoistway. Illumination shall be no less than 30 foot-candles at floor/car top level. A light control switch shall be provided immediately adjacent to the control room entrance door and as directed by the contractor in the hoistway. Provide necessary receptacles as required by Elevator Contractor to supply power to auxiliary elevator equipment and/or remotely located monitors.

   d. Provide each elevator pit with a 110 volt GFI duplex receptacle and a permanent lighting fixture equipped with protective guard. Illumination shall be no less than 10 foot-candles at pit floor level. A light control switch shall be provided and so positioned as to be readily accessible from the pit entrance door or ladder. Electrical equipment within 4’ of the pit floor shall be NEMA 4X rated if sprinklers are present.

   e. Installation of hoistway and control room smoke relief provisions in accordance with local laws.

   f. Provide control room with a self-closing, self-locking access door. Locking means shall be spring-type arranged to permit the doors to be opened from the inside without a key.

   g. Provide products of combustion sensor system meeting the requirements of A17.1 and/or the Local Governing Authority.

   h. Installation of fire emergency control interface provisions for automatic recall of the elevator(s) through operation of the fire detection system. Provisions shall be made for alternate designated fire recall landing with connection contingent on Codes recognized by the local governing authority. The interfacing contacts shall be wired to an electrical junction box located inside each elevator control room for connection to the elevator control systems by the Elevator Contractor. Each wire shall be clearly labeled with its control function. Coordinate the type of interface required for the specific elevator control apparatus with the Elevator Contractor.

   i. Where sprinkler fire protective systems are provided inside any elevator hoistway, control room or associated machinery space, provisions shall be made for the disconnecting of the main line power supply from the affected elevator prior to activation. This means of disconnect shall be manually reset in accordance with code.

   j. Installation of emergency power control interface provisions to signal the elevator
control apparatus of a transfer from normal (utility) power to the building emergency (generator) power supply. Also, provide additional control interface to give advanced notification to the elevator control apparatus that the power source will transfer from emergency (generator) power to normal (utility) power. Interfacing contacts shall be wired to an electrical junction box located inside the control room for connection to the elevator control equipment by the Elevator Contractor. Coordinate the type of interface required for the specific elevator control apparatus with the Elevator Contractor.

1) On the line side of each main line disconnect switch, provide some means to absorb power that may be regenerated by the elevator hoist motor during emergency power operation.

2) Normal Power/Emergency Power Control Signals consisting of two (2) dry contacts provided by others to function as follows:

a. One (1) dry contact normally open to make when Normal Power is available. (Logic state of dry contact is to be confirmed by the Manufacturer of the Elevator Control Equipment).

b. One (1) dry contact normally open to make when emergency power is available. (Logic state of dry contact is to be confirmed by the Manufacturer of the Elevator Control Equipment).

k. Verify existing ventilation provisions inside the control room suitable to maintain ambient temperature and humidity levels that are within the range specified by the microprocessor-control equipment manufacturers.

l. Mechanical ventilation or air conditioning of the cabinet shall be provided and shall be adequate to dispose of the full load heat losses without exceeding 40° C (104° F) ambient temperature.

1) Where integral air conditioners are not employed, control equipment cabinets shall be provided with forced air ventilation to prevent overheating of the electrical components housed therein.

2) Where integral air conditioners are employed, control equipment cabinets shall be “NEMA 12” rated with no ventilation fans or slots.

m. n. Provide a class “ABC” fire extinguisher in electrical machinery and control spaces. Locate the extinguisher in close proximity to the access door.

o. Provide necessary telephone wiring with connection to local telephone service for remote elevator monitoring and/or two-way voice emergency communications systems.

1) Terminate the telephone wiring in junction boxes or standard phone jack terminals in the control room.

2) Coordinate the quantity and termination method of individual phone connections with the Elevator Contractor.

3) Identify each phone line for connection by the Elevator Contractor to the appropriate elevator device(s).

4) Telephone wiring, where required by applicable codes, shall be installed in conduit.

p. Provide necessary signage and labels as may be required:
1) Elevator identification labels using numerical designations adjacent to or on every elevator entrance at the designated level.
   a) The elevator designation shall be a minimum of 3” in height in accordance with the Elevator Code.
   b) The designation shall match the numerical or alpha-numerical designation of the individual elevator to which the label applies.

1.6 WARRANTY / MAINTENANCE SERVICES

A. Contract Close-Out, Guarantee and Warranties

1. The Contractor agrees to certify that work performed in accordance with the Contract Documents shall remain free of defects in materials and quality of work for a period of one (1) year after final acceptance of the completed project, or acceptance thereof by beneficial use on a unit by unit basis, whichever occurs first.

2. The sole duty of the Contractor under this warranty is to correct any non-conformance or defect and all damages caused by such defect without any additional cost to the Owner and within fifteen (15) days of notification.

3. The express warranty contained herein is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

4. In the event the Contractor fails to fulfill its obligations defined herein, the Owner shall have the express right to perform the Contractor’s obligations and to charge the Contractor the cost of such performance or deduct an equal amount from any monies due the Contractor.

B. Maintenance Coverage

1. The following maintenance coverage apply:

   a. Interim Maintenance

      1) Provide full protective maintenance services and equipment coverage from award of contract until final acceptance of the finished project.
      2) Interim full comprehensive maintenance services shall be provided in accordance with the Owner’s Vertical Transportation Maintenance Agreement.
      3) Costs related to interim maintenance shall be indicated on the bid form provided with a deduction for unit(s) out of service for upgrading.

   b. Guarantee Maintenance

      1) Provide full comprehensive preventative maintenance services for a period of twelve (12) months after the final completion and acceptance of the project.
      2) Guarantee maintenance and related services shall be provided in accordance with the Owner’s Vertical Transportation Maintenance Agreement.
      3) Costs related to guarantee maintenance shall be indicated on the bid form in the space provided.

C. Alternate No. 1:
1. Provide Five Years Long-Term Maintenance
   a. Long-term full comprehensive maintenance services shall be provided in accordance with the Owner’s Vertical Transportation Maintenance Agreement.
   b. Costs related to long-term maintenance shall be indicated on the bid form in the space provided.

2.2 ALTERNATES AND VALUE ENGINEERING:

The following alternatives are elective upgrades which constitute changes to the base scope of work specified. Pricing for each alternate upgrade is requested from the bidder with costs indicated in the appropriate space in the Request for Proposal (RFP). Contractor shall take into consideration, as part of the alternative pricing, alternate work that is required either in lieu of, or in addition to, work specified in the base scope and shall not duplicate costs.

A. Alternate No. 1: Quote costs to provide five (5) years long-term maintenance.

B. Alternate No. 2a: Quote deductive costs to provide manufacturer’s OEM traction microprocessor controller in lieu of base bid controller.

C. Alternate No. 2b: Quote deductive costs to provide manufacturer’s OEM hydraulic microprocessor controller in lieu of base bid controller.

D. Alternate No. 3: Quote costs to provide cab interior finishes.

E. Alternate No. 4- Contractor’s Value Engineering Options

1. This alternative is provided for individual contractors to propose optional equipment or otherwise offer cost saving suggestions that will provide the same desired results or further enhance the safety, durability or performance of the elevator systems.

2. Each suggestion must be fully detailed on the contractor’s own letterhead with the associated price change specified on the form of proposal provided.

PART 2 - PRODUCTS

2.1 ELEVATOR

A. Administration Building / Elevator Nos. 1 & 2: CA ID: 052536 / 050152

1. Quantity Two (2) Geared Overhead Traction
2. Type Passenger
3. Capacity (lbs) 2,500
4. Speed (fpm) 350
5. Travel in Feet Field Verify
6. Number of Landings Ten (10)
7. Number of Openings Ten (10)
8. Operation Duplex Automatic Selective-Collective
9. Control VVVF
10. Fireman’s Control
   Phase I and II with alternate floor return / New

11. Number of Push Button Risers
    Two (2)

12. Guide Rails
    Retain and refurbish

13. Buffers
    Retain and refurbish

14. Car Door Size
    3'-6" wide x 7'-0" high

15. Hoistway Door Size
    Same as car door

16. Door Operation
    Two Speed Side Opening

17. Machine Type
    Gearless/PMAC

18. Power Supply
    480V / 3 Phase / 60 Hertz (verify)

19. Entrances
    Stainless steel unit frames with No. 4 finish

20. Landing Fixtures
    Stainless steel faceplates with No. 4 finish

21. Sills
    Retain Existing

22. Car and Landing Call Buttons
    Car round stainless steel with concealed
    fasteners and LED call acknowledging
    lights. Landing buttons shall have white
    full-face illumination.

23. Car Operating Fixtures
    Car operating panel in swing front return,
    cast metal designation markings, flush
    stud/flange mounted. LED car position
    indicators.

24. Communication
    Intercom with a station in each car, a master
    station in each control room, a master station
    in each remote monitoring panel, and an
    emergency responder station.

25. Door Reversal Device
    Three-dimensional infrared, full screen
    device with differential timing, nudging and
    interrupted beam time. Provide audible and
    visual illuminated notification of pending
    door close / New

26. Emergency Light Fixture
    Two (2) cab light fixtures will be arranged to
    operate as an emergency light fixture for at
    least four (4) hours.

27. Car Fan
    Two speed fan to provide at least 1.0 air
    changes per minute at low speed and 1.5 air
    changes per minute at high speed

28. Cab Enclosure
    As further specified.

B. Adjacent to Building E / Elevator No. 1: CA ID: 070722

1. Quantity
   One (1) Hydraulic elevator with standard
   in-ground jack unit.

2. Type
   Passenger

3. Capacity (lbs.)
   2,000 / Retain

4. Speed (fpm)
   125 / Retain

5. Travel in Feet
   Field Verify / Retain

6. Number of Landings
   Two (2)

7. Number of Openings
   Two (2)

8. Operation
   Simplex selective collective / New

9. Motor Control
   Single speed AC with solid state reduced
   voltage starting / New
10. Fireman’s Control
   Phase I and II with alternate floor return / New

11. Platform Size
    New

12. Guide Rails
    Steel tees / Retain

13. Buffers
    Spring / Retain

14. Cab
    As further specified.

15. Entrance Size
    3’6” wide x 7’-0” high / Retain

16. Entrance Type
    Single speed center opening / Retain

17. Door Operation
    Heavy-Duty, Master Door Operator, Minimum Opening Speed 2-1/2 F.P.S. / New

18. Machine Type
    Hydraulic pump / New

19. Machine Room Location
    Remote / Retain

20. Power Supply
    480 – 3 – 60 / Retain

21. Door Reversal Device
    Three-dimensional infrared, full screen device with differential timing, nudging and interrupted beam time. Provide audible and visual illuminated notification of pending door close / New

22. Entrance Finishes
    By Others. Coordinate with Braille installation

23. Sills
    Extruded aluminum / Retain

24. Signals:
   a. Registration Lights:
      Single Car Operating Panel
      Single Hall Pushbutton Riser
      Vandal-Resistant Car and Corridor Pushbuttons
   b. Position Indicator:
      Car Digital with Direction Arrows; mount above car station

25. Communication System:

26. Fixture Submittal:
    Submit Brochure Depicting Manufacturer's Proposed Designs with Bid

27. Additional Features:
    Spring Dampeened Car Roller Guides / New
    Car Top Inspection Station / New
    Battery Lowering Device / New
    ADA Access and Signage / New
    Stationary Car Return Panels Arranged for Applied Car Operating Panels / New
    Hoistway Access Switches Top and Bottom Flooring / New
    Independent Service Feature / New
    Car/Jack Unit Isolation & Test / New
    Tamper-Resistant Fasteners for Signal Fixture Faceplates / New
    One Year Warranty Maintenance with 24-Hour Callback Service
Pump Unit Sound and Vibration Isolation
Battery Pack Emergency Car Lighting.
Provide Separate Constant Pressure Test
Button in Car Service Compartment
 Illuminate Portion of Normal Car Lighting
/ New
Signage Engraving Filled with Black Paint
No Visible Company Name or Logo
Maintenance Control Program, Wiring
Diagrams, Adjustors Manuals, Operating
Instructions, and Parts Ordering
Information
System Diagnostic Means and Instructions

2.2 MANUFACTURERS

A. Pre-Approved Equipment Manufacturers

1. The following manufacturer’s equipment and materials have been pre-approved for use on
this project for stated alternates and voluntary value engineered alternates. Also included
and indicated by ‘**’ are the equipment components and materials to be provided in the base
bid as specified.

2. Other equipment not specifically mentioned shall be considered for approval on an
individual basis.

   b. Tracks, Hangers, Interlocks and Door Operators - *G.A.L., MAC, ECI, OEM
equipment.
   c. Fixtures - G.A.L., Adams, EPCO, Monitor, E-Motive USA, C.E. Electronics,
      Innovation, PTL, MAD, OEM equipment.
   d. Door Protective Device - *Janus Panachrome 3D.
   e. Cabs/Entrances/Entrance Door Panels - Accurate Elevator Door Corp., City Lift,
      EDI/ECI, National Cab & Door, Tyler, H&B, Columbia, Velis, Elite, Forms and
      Surfaces, C.E.C., Dural, Globe-Van Dorn, Gunderlin, Premier, Prestige, Regency,
      Schumacher, Swiss Dane, Sterling, OEM equipment.
   f. Machines - Hollister-Whitney, Titan, Imperial, Torin (specific models to be
      approved upon submission) OEM equipment.
   g. Motors - Imperial Electric, General Electric, Baldor, Reuland Electric, OEM
equipment.
   h. VVVF Power Drives - Mitsubishi, MagneTek, Yaskawa, TorqMax, OEM
equipment.
   k. Electrical Traveling Cables – Draka, James Monroe.
   m. Wire Ropes - Paulsen, Bethlehem, Wayland, Draka, Brugg.
   n. Intercommunications/Telephones - Webb Electronics, K-Tec, Ring, Star-Plus,
      Wurtec, *Janus, approved equal.

3. Original Equipment Manufacturers may substitute their own branded equipment subject to
the following:

a. All requirements of the specifications are met regarding performance, appearance, serviceability and support.

b. A full stock of all regular and critical replacement parts required for this project are maintained at a facility within fifty (50) miles of the project site.

   1) Any parts not stocked at the above referenced facility shall be identified with the location of the nearest source and shall be available for next-day delivery upon demand.

c. All parts and software shall be made available for purchase to a qualified elevator maintenance firm with one-business day delivery without direct Owner involvement.

   1) Provide details of parts supply facility and a list of current parts pricing for all major components required for the installation.

d. All specialized tools, equipment, software, and passwords, required to maintain, repair, adjust the operation, and perform code mandated inspections are provided to the Owner as part of the base installation and left on site should the OEM not be the service provider.

   1) Updates to these items shall be available via the parts supply facility referenced above.

e. Technical support of the product(s) shall be available to the Owner’s elevator service provider.

2.3 CONTROL FEATURES / OPERATION

A. Simplex Selective Collective Operation – Hydraulic Elevator

1. Provide simplex selective collective operation from a riser of hall push button stations.
2. The registration of one or more car calls shall dispatch the car to the designated floors. The car shall also respond to registered hall calls in the same direction of travel. Car and hall calls shall be canceled when answered.
3. Stops in response to calls that are registered in either the car or corridor pushbutton stations shall occur in the natural order of progression in which the floors are encountered, depending on the direction of car travel, and irrespective of the order in which calls are registered.
4. When the car has responded to the highest or lowest call, and calls are registered for the opposite direction, the car shall reverse direction automatically and respond to those registered calls.
5. When the car arrives at its last stop and reverses direction of travel, all previously registered car calls shall be automatically cancelled.
6. When the car has responded to the highest or lowest call, and hall calls are registered for the opposite direction, the car shall reverse direction automatically and respond to those registered calls.
7. When the car arrives at a landing where both up and down hall calls are registered, it will answer the call in the direction of travel.

   a. After a pre-determined delay, if no car call is registered, the car shall be assigned to respond to calls registered for the opposite direction. Car doors shall close immediately, reopen and respond to the call for the opposite direction.
   b. Hall lantern operation shall always correspond to direction of service.

8. When an empty car reverses direction at a landing with no hall calls, the doors shall not open and the hall lantern shall not operate.

9. If the car has no car calls registered and arrives at a floor where both up and down hall calls have been registered, the car shall respond to the hall call corresponding to the direction of car travel. If, after making its stop, a car call is not registered and no other hall calls exist ahead of the car corresponding to its original direction of travel, the doors shall close and immediately reopen in response to the hall call for the opposite direction.

10. The car shall maintain its original direction at each stop until the doors are fully closed to permit a passenger to register a car call before the car reverses its direction of travel.

B. Duplex Automatic Operation – Traction Elevators

1. Provide an "on-demand" hall call response system that will continuously scan the hall calls and assign the closest elevator in time to respond to that call. The system shall be capable of reassigning the elevator if demand changes the real time calculation.

2. A car with no car calls registered arriving at a floor where both "up" and "down" hall calls are registered shall respond to the hall call in the direction of travel and illuminate the appropriate lantern. If no car call is registered for that direction, the lantern shall be extinguished, the lantern for the other direction shall light and the car shall respond to the call in that direction. The doors shall not close and reopen.

3. The system shall be capable of monitoring hall and car calls to monitor coincidental calls. The cars will continuously scan the whole system to determine the closest elevator in time taking into account the coincidental car and hall call.

4. Other Required Features:

   a. Should a car be delayed from leaving a floor for any reason, other cars shall respond to the hall calls at that floor and shall be dispatched in a normal manner.
   b. Provide each car with an adjustable load weighing device which will immediately dispatch cars and bypass hall calls when car is loaded to predetermined load.

5. General Program Adjustments:

   a. After the elevator group has been placed in regular service and the building substantially occupied, the elevators shall be regularly observed under normal operating conditions and minor adjustments shall be made as found necessary to ensure that the elevators operate at maximum efficiency.
   b. If zones are employed, arrangements shall be made in the control circuits of the elevators for the division between each zone to be raised or lowered if found necessary due to uneven distribution of traffic between the zones and/or staffing requirements.

6. Fault Diagnostic and Remote Monitoring System: Install in a secured metal cabinet in each Elevator Machine Room. Provide monitoring system to monitor the equipment round the
clock. Include all hardware necessary to view on a 17 inch LCD monitor, retrieve and print data.

a. The system shall provide feedback to maintenance mechanic and the Owner. Diagnostic system shall be capable of determining deterioration of component before they become a problem and determine faults most difficult to find. It shall constantly monitor the condition of all car computers and monitoring sensors. When variances occur from the normal mode, the change or fault shall be detected, the location of the elevator, time of day, number of times fault occurred, along with fault code message shall be stored on memory. This information shall be retrievable by the onsite mechanic through the controller and the Owner over the internet.

C. Motion Control

1. Smooth stepless acceleration and deceleration of the elevator car shall be provided in either direction of travel during both single and multiple floor runs.
2. Use digital logic to calculate optimum acceleration and deceleration patterns during each run.
   a. The amplitude of acceleration and deceleration shall not exceed 4 ft. /sec^2.
   b. The maximum jerk rate shall not exceed 8 ft. /sec^3.
   c. The maximum velocity which the elevator achieves in either direction of travel while operating under load conditions that vary between empty car and full rated load shall be within ± 3% of the rated speed.

3. Floor leveling accuracy of ± 1/4” as measured between the car entrance threshold and the landing sill on any given floor shall be provided.
   a. This accuracy standard shall be maintained under varying load conditions and without need for re-leveling corrections caused by overshooting or stopping short of the floor.

4. Elapsed flight time during a typical elevator one floor run shall not exceed values as further specified.
   a. Timing, as measured between the moment door closing operations begin and when the doors are 3/4 open at the next adjacent floor, shall remain consistent under varying load conditions in either direction of travel.

D. Independent Service Operation

1. The car operating station shall be equipped with a key-operated switch labeled “IND SER”.
2. Locate the switch in the locked service compartment.
3. When placed in the “on” position the following shall occur:
4. During Independent Service Operation, the elevator doors shall remain open at any landing until the door close or car call registration pushbutton, is pressed and maintained until the doors are fully closed.
5. If more than one (1) car call is registered, all registered car calls shall extinguish when the elevator stops in response to the first call.
6. In case an elevator is operating on the Independent Service mode and the Fire Emergency Recall system becomes activated, the elevator shall automatically override Independent
Service Operation and engage Phase I - Fire Emergency Recall Operation following a period of approximately forty-five (45) seconds.

E. Inspection Service Operation

1. Provide a key operated switch in the main car operating panel service cabinet that, when turned to the ‘ON’ position, shall cause the elevator to be removed from service and placed in Inspection Service Operation.
2. Limited operation of the car shall be provided through pressing the Attendant Service up and down momentary push buttons (if provided) or the highest or lowest car call push buttons (if up and down buttons are not provided) in the main car operating panel only.
3. The car shall move at a speed not to exceed 150 feet per minute (0.75 meters per second) as per code with both the hall and car door panels in the closed and locked position.
4. The Inspection Service switch shall be keyed differently than other typical keys used in the operation of the elevator. Keying shall be in accordance with Security Group Classifications as required by applicable code.
5. The top of the elevator car shall be equipped with a control for limited operation of the car during repairs, maintenance and inspection conducted in the hoistway. The transfer of control to the top of car operating device shall cause that device to be the sole means of control for the elevator.
6. Power gate operating equipment shall be rendered inoperative while the car is being operated in the Inspection Service mode with the exception of power closing of the door. The control system shall maintain closing power on the door while the elevator is moving under Inspection Service Operation.
7. The in-car Inspection Service switch shall be rendered ineffective when the top of car inspection control is activated.
8. Control Room Inspection Operation and Inspection Operation with open door circuits shall be provided in accordance with A17.1 Safety Code where required or allowed by the AHJ.

F. Hoistway Access Operation

1. Provisions shall be made to allow access to the hoistway through the use of hoistway access switches.
2. Operating the access switch shall permit the car to move at a speed not to exceed 150 feet per minute (0.75 meters per second) as per code with the hall and car doors in the open position to obtain access to the top of the car or pit.
3. The car shall automatically stop motion when the car top is level with the hoistway door sill.
4. The access key switch(es) shall be keyed differently than other typical keys used in the operation of the elevator. Keying shall be in accordance with Security Group Classifications as required by applicable code.
5. Access operation shall be disabled when top of car inspection operation is in effect.

G. Load Weighing Operation (Traction Elevators)

1. A positive means shall be provided to continuously monitor the amount of load being transported by the elevator car.
2. The system shall be used to:
   a. Preload static motor drives
   b. Activate control features that include:
1) anti-nuisance operation
2) load dispatch operation
3) load dependent non-stop operation where applicable.

3. The anti-nuisance feature shall operate at loads not exceeding 200 lbs., whereas load dispatch and load non-stop shall be set to function at 65% of the rated loading capacity for the initial set up and adjustment procedure.

H. Anti-Nuisance Operation (Traction Elevators)

1. In the event car loading or operation is not commensurate with the number of car calls registered, all car calls shall be canceled.
   a. The system shall monitor the door protection device to determine if passenger transfer exists.
   b. If after the third stop a passenger transfer has not occurred, the system shall cancel all remaining car call registrations and resume normal operation by responding to assigned hall call demand.
   c. The number of calls registered with no passenger transfer that will trigger anti-nuisance shall be adjustable. Initially set this threshold to three (3) calls.

I. Fire Emergency Operation

1. Firefighters Service Operation and devices shall meet applicable code requirements of the AHJ. Keying shall be provided per ASME A17.1-2013.
2. Contractor shall be responsible for compliance in all aspects of Firefighters Service including, but not limited to the mode of operation, initiation of operation, operating/control and signaling devices as well as fixture engraving including operating instructions applicable to and where required by the specific Jurisdiction.

J. Emergency Power Operation (Traction Elevators)

1. Upon loss of normal power, and establishing of emergency power, each elevator shall sequentially take the passengers to the main lobby level and open the doors. Upon completion of the sequence the last elevator will continue to operate during emergency power operation.
   a. Elevators shall start sequentially so as to prevent overloading of the emergency power system.
2. An illuminated signal marked “ELEVATOR EMERGENCY POWER” shall be provided in the elevator lobby at the designated level to indicate that the normal power supply has failed and the emergency power is in effect.
3. Prior to return to normal power, the building ATS shall provide a “pre-transfer” signal to the elevator equipment that will initiate the landing of elevators prior to transfer from emergency power to normal power.
   a. Timer of the pre-transfer signal shall be adjustable from 15 to 30 seconds.
4. The following additional requirements apply:
a. Firemen’s Service Operation will remain active at all times during emergency power operation.
b. All car lighting will remain active with car lighting on separate “emergency power feeders” and additional battery back-up.
c. Communications will remain active all times via emergency power source feeder and additional battery back-up.
d. Remote monitoring, where provided, will be active from each group dispatcher for selected elevators using an uninterrupted power supply (UPS) to maintain the central processing unit during power transfers.
e. Position indicator for each elevator will be active in the selected elevator and security room (where applicable), as well as Lobby display panels.

5. Testing of elevators under emergency power shall be accomplished with the building ATS providing a “pre-test” signal to the elevator control apparatus.

a. The pre-test signal shall initiate the landing of the elevators prior to the transfer from normal to emergency power.
b. After testing, the building ATS shall provide a “pre-transfer” signal to land the elevators prior to the transfer from emergency to normal power.

K. Traction Passenger Rescue Feature

1. Provide a device in the control room to move the elevator car to a floor landing in the event of controller or power failure.

a. This device must be speed controlled to prevent an overspeed condition.
b. A line of sight must also be provided between the Passenger Rescue Feature and the elevator car.

1) Coordinate line of sight requirements with the control room requirements.

2. Provide a manual brake release lever attached to the control cabinet for rescue of passengers.

a. A visual display shall be provided with the control cabinet, which indicates car position, speed and directions.

L. Hydraulic Auto Lowering Feature

1. Provide automatic battery powered lowering feature for the hydraulic elevator.

a. In the case of normal power outage, the elevator shall be automatically lowered to the Main Lobby level, unless the lobby sensor has activated at that level.
b. The door shall open automatically to discharge passengers.
c. The elevator shall remain parked with its door closed and door open button operative until normal power is restored.

2. The control panel shall be located in the machine room or be an integral part of the control system.
a. It shall include necessary batteries, solid-state controls, charger, monitor lights and a test button.
b. It shall be fed by a 120 volt, 20 Ampere branch circuit from the emergency power source, provided by Others.

3. Provide necessary circuitry within the controller to determine the difference between an “intentional” loss of power and an “actual” loss of power in order to prevent operation of the auto lowering unit when the main line disconnect has been opened for elevator servicing.

4. Provide necessary terminals for connection to an auxiliary switch in main line disconnect provided by others.

M. Low Oil Protection and Protective Device (Hydraulic Elevators)

1. Provide low oil protection operation and appropriate device(s) that will discontinue operation of the hydraulic elevator pump when:
   a. The elevator stalls due to a low oil condition
   b. Fails to reach the top landing in the up direction

2. Provide an additional protective device that shall automatically return the elevator to the bottom landing, open the door and shut down the system.

3. The protective device shall be an integral part of the control system.

N. Door Operation / Power

1. Car and hoistway doors shall be arranged to operate in unison without excessive noise or slamming in either direction of travel.
   a. Door opening speeds of two (2) feet per second shall be provided in conjunction with closing speeds of 1.0 feet per second in accordance with governing code.
   b. Door operation shall be arranged to commence as the car enters its final leveling approach to a landing. In no case shall the door opening cycle conclude before the car comes to a complete stop at floor level.

2. Door open and door close time shall be measured between the moment car door operation in either direction begins and the instant at which that cycle is completed.

3. When responding to either a car or corridor call, the amount of time that the elevator door remains stationary in the open position shall be adjustable up to sixty (60) seconds.
   a. Door open dwell time for a corridor call shall be separate of that for a car call, and in both cases, dwell time shall be canceled whenever the car door protection device is momentarily interrupted by passenger transfers, followed by a reduced door open dwell time of approximately one (1) second (adjustable) after the door protection device is cleared of obstructions.

4. The operation of the door protective device by the interruption of one or more infrared light beams during the close cycle shall cause the immediate reversing of the doors to the full open position.

5. The door closing cycle shall be arranged so that, in the event the door protective devices become continually obstructed after the normal door open dwell time has expired, and
following a time interval of approximately thirty (30) seconds (adjustable), a warning tone shall sound and the door closing cycle shall commence at reduced speed and torque per applicable Code requirements.

6. Each car operating station shall be provided with a “door open” and “door close” push button.
   a. Pressure on the “door open” button shall cause doors in the full open position to remain so and doors engaged in the close cycle to reverse direction and assume the full open position so long as pressure remains applied to the button.
   b. The “door open” buttons shall also control the open cycle during Phase II - Emergency In-car Operation.
   c. The “door close” push button shall function on Independent Service, Attendant Service and Phase II - Emergency In-car Operation as well as during normal automatic operations.

7. Repeated attempts by the power door operator to open or close the door at any landing shall be monitored by the control system.
   a. In the event the door fails to cycle properly after a preset (adjustable) number of attempts, the car shall either travel to the next stop or remove itself from service, depending upon whether the malfunction is in the open or close cycle.

8. Each hoistway door shall be provided with an automatic self-closing mechanism arranged so that the door shall close and lock if the car should leave the landing while the hoistway door is unlocked.

9. Car doors shall be arranged to prevent their being manually opened from inside the car unless the elevator is positioned within a floor landing zone.

2.4 TRACTION ELEVATOR MACHINE ROOM AND SECONDARY EQUIPMENT

A. Controller/Dispatchers

1. Provide non-proprietary controller model I-Control for traction from Motion Control Engineering (MCE) for Base Bid, or approved equal No known equal with approved integral HVAC.

2. Mechanical ventilation or air conditioning, HVAC, of the cabinet shall be provided and shall be adequate to dispose of the full load heat losses without exceeding 40° C (104° F) ambient temperature.
   a. Where integral air conditioners are not employed, control equipment cabinets shall be provided with forced air ventilation to prevent overheating of the electrical components housed therein.
   b. Where integral air conditioners are employed, control equipment cabinets shall be “NEMA 12” rated with no ventilation fans or slots.

3. The controller shall be designed to control the acceleration, deceleration and stopping of the elevator and to prevent damage to the motor from overload or over current condition.

4. Arrange controls to prevent the operation of the elevator in case of phase reversal, phase failure or low voltage in the power supply.

5. Place controllers in a totally enclosed NEMA 12 enclosure with a self-supporting steel
a. Provide hinged doors to facilitate service. Within each enclosure provide a locally controlled fluorescent light and a duplex GFIC receptacle.
b. Provide natural or mechanical ventilation for the controller cabinets.
c. Equip the vent openings and exhaust fans with filters.

6. Mount equipment to moisture-resistant, noncombustible panels supported from the steel frame.

7. Provide "noise filter" between hoistway wiring and controller/dispatchers to eliminate interference.

8. Optically isolate communication cables between components.

9. Wiring: Wiring on the units, whether factory or field wiring, shall be done in neat order, and all connections shall be made to studs and/or terminals by means of grommets, solderless lugs or similar connections. All wiring shall be copper.

10. Terminal Blocks: Provide terminal blocks with identifying studs on units for connection of board wiring and external wiring.

11. Marking: Identifying symbols or letters shall be permanently marked on or adjacent to each device on the unit, and the marking shall be identical with marking used on the wiring diagrams. In addition to the identifying marks, the ampere rating shall be marked adjacent to all fuse holders.

12. Diagnostics: For diagnostic work, provide the elevator control system with its own built-in LED or LCD display unit or furnish a service tool.

   a. When a fault is detected, the diagnostic system will record the fault code in a nonvolatile memory along with the location of the elevator and the time of day.
   b. The display unit shall be used to retrieve this information on every car.
   c. The fault information shall include, but not limited to:
      1) Elevator position, travel direction and mode of operation.
      2) Car and hall calls that currently exist within the system
      3) All safety circuits.
      4) Processor power supply and processor and Input/Output status.
      5) Door safety circuits.
      6) Door zone signals.

13. In the event diagnostics and monitoring is accomplished via Field Service Tools, provide the required Field Service Tools with related control system appurtenances for diagnostic evaluations, system monitoring and field adjustments.

   a. Provide instructions for proper use of such diagnostic tools and/or equipment with all coding and other operational requirements.
   b. Maintain and calibrate the diagnostic tools, and update the associated instructions and other related documents under the service agreement.

      1) Should the agreement be cancelled for any reason by either party, maintenance and updating of diagnostic tools shall be provided to the Owner at the Contractor's cost without the need to purchase or lease additional diagnostic devices, special tools or instructions from the original equipment provider.
      2) The Owner may request field and technical instructions be provided by the
original installation contractor or manufacturer for proper servicing by other qualified elevator company personnel.

3) The established cost plus profit, as previously specified, shall be applicable for the life of the system.

   a) If the equipment for fault diagnosis is not completely self-contained within the controllers but requires a separate detachable device, that device shall be furnished to the Owner as part of this installation.

   b) Such device shall be in possession of and become property of the Owner.

14. Microprocessor Documentation

   a. Provide and/or obtain complete information on systems' design, component parts, installation and/or modification procedures, adjusting procedures and associated computer conceptual logic circuitry and field connection.

   b. Provide microprocessor upgrading and/or modifications to programs that have been assigned to enhance the operation of the equipment for a minimum period of fifteen (15) years after project approval.

15. Selector: A floor selector shall be part of the controller microprocessor. Position determination in the hoistway may be through non-contact fixed tape in the hoistway or by sensors fitted on each driving machine to encode and store car movement. Design the mechanical features and electrical circuits to permit accurate control and rapid acceleration and retardation without discomfort.

16. Provide an automatic stopping device and self-leveling system to insure that the car lines up with each landing served with a tolerance of no more than plus or minus 1/4" for all elevators under all conditions of load for both "up" and "down" travel.

   a. The automatic self-leveling system shall correct for overtravel or undertravel and rope stretch.

B. VVVF AC Drive

1. Provide a solid-state, variable voltage, variable frequency (VVVF), 3-phase AC hoist motor drive system as part of the microprocessor-based equipment. Provide Magnetek Quattro AC or approved equal.

   a. VVVF drive system shall be a low-noise, flux-vector inverter device.

   b. Include a digital LED readout and touch-key pad to facilitate software parameter adjustments, monitor system operation and display fault codes.

   c. Provide one (1) complete spare drive for each duty identical to those specified.

2. The drive shall utilize a 3-phase, full wave rectifier and capacitor bank to provide direct current power for solid-state inversion.

3. The inverter shall utilize IGBT power semiconductors and duty cycle modulation fundamental frequency of not less than one kilohertz to synthesize 3-phase, variable voltage variable frequency output.

4. The system shall be designed and configured with the following countermeasures for noise generated by the pulse-width modulated (PWM) inverters.
a. Control of radiated noise via inverter and/or motor cables.
b. Conducted noise through power lines.
c. Induction noise and ground noise.

5. Inverter shall be encased in metal and independently grounded.
6. A noise filter for the input power line shall be provided to prevent penetration into radios, wireless equipment and smoke detectors.
7. A 3% three-phase line reactor shall be provided on the power system rated at the utility voltage input to the drive and sized for the rated drive current.
8. Provide interconnection wiring and ground cables in accordance with the manufacturer’s design requirements.
9. The drive shall:
   a. Be configured as a complete digital drive system.
   b. Be totally software configurable through high level language.
   c. Interface with external equipment/signals via either discrete local I/O connections or high speed Local Area Network (LAN).
   d. Provide fully programmable and adjustable carrier frequency to 16 KHz.
   e. Be located within the limits of the control cabinet (where system size allows) or separately mounted in an appropriate chassis with hinged swing-out doors with clearances equal to the cabinet width dimensions.
   f. Provide programmable linear or S-curve acceleration.
   g. Provide free run or programmable linear or S-curve deceleration.
   h. Have controlled reversing.

10. Operating and Environmental Conditions:
   a. Have regenerative power conversation for AC motors
   b. Power factor of <0.95.
   c. Clean Utility Side Harmonics (<8% THDI)
   d. Rated for continuous duty.
   e. Humidity - 90% rated humidity noncondensing.
   f. Altitude - 3300 feet without derate.
   g. Cooling - forced air when required.
   h. Digital display for:
       1) Running - output frequency, motor RPM, output current, voltage (selectable).
       2) Setting - Parameters values for setup and review.
       3) Trip - separate message for each trip, last 30 trips to be retained in memory.

11. Protective Features:
   a. Motor overspeed.
   b. Adjustable current limit.
   c. Isolated control circuitry.
   d. Digital display for fault conditions.
   e. Selectable automatic restart at momentary power loss.
   g. Over/Under Voltage.
   h. Line to line and line to ground faults.
   i. Over-temperature.
12. Regenerative Module
   a. The system shall provide full regenerative capabilities to control overhauling motor speed and reduce hoist motor deceleration time by allowing overhaul power to be discharged back into the power lines.
   b. The regenerative section may be an integral part of the drive or a stand-alone unit.

13. VVVF AC Drive Documentation
   a. Provide and/or obtain complete information on systems' design, component parts, installation and/or modification procedures, routine maintenance and cleaning procedures, adjusting procedures and associated computer conceptual logic circuitry and field connection.
   b. Provide component upgrading and/or modifications to programs that have been assigned to enhance the operation of the equipment for a period of 15 years after project approval.

C. VVVF Emergency Return / Auxiliary Power System
   1. Provide a system that will make back-up power available to the elevator when commercial power fails.
   2. The unit shall safely move the elevator to a landing and provide power to the door operator to allow passengers to exit.
   3. Movement of the car may be load dependent utilizing dynamic braking to control car speed.
   4. The unit shall include:
      a. On board controller.
      b. UPS status monitor capable of notifying building management system.
      c. Restart input from the car door open button.
      d. Test button to simulate power failure.
      e. UPS bypass control.
      f. Monitoring of the disconnect switch.
      g. Lockable shut-off switch.
      h. Battery level LED indicator.
      i. Necessary fusing for batteries, outputs, logic circuitry and charger.

D. Equipment Isolation
   1. Provide effective sound isolation between machine, controller, transformer, secondary deflector sheave, solid state motor drive units and filters and hydraulic power plants, from building structure to reduce noise transmission to occupied spaces and elevator and elevator cab.
   2. When operating per plans and specifications, the elevator equipment shall not generate noise levels in excess of NC-40 in occupied tenant spaces and shall be free of pure tones. For the purposes of this specification, a pure tone shall be defined as a sound level in any one-third octave band which is greater than 5 dB above both adjacent one-third octave bands, in the range 45 to 11,200 Hz.
   3. Provide the following as a minimum:
      a. Resiliently isolate the entire elevator/secondary deflector integral unitized base from
the elevator control room floor slab by means of effective neoprene-in-shear isolators having a minimum static deflection of 3/8".

b. Isolate the transformers and reactance units from the building structure by means of approved neoprene-in-shear isolators having a minimum static deflection of 3/8".

c. Solid-state rectification units shall be mounted on 3/4" thick minimum, neoprene-in-shear pad isolators and an effective electrical filter/reactance limiting electrical noise shall be provided.

d. Use flexible conduit with ground wire for motor, machine, drive, governor and position/velocity transducer connections.

E. Sound-Reducing Protection

1. When operating in accordance with plans and specifications, the elevator equipment shall not generate noise levels in excess of NC-40 in occupied tenant spaces and shall be free of pure tones.

a. For the purpose of this specification, a pure tone shall be defined as a sound level in any one-third octave band which is greater than 5 dB above both adjacent one-third octave bands, in the range 45 to 11,200 Hz.

F. Overhead Traction Elevator Hoisting Machines

1. Remove existing geared machines and provide a permanent magnet synchronous motor (PMSM) gearless traction machines, specially designed and manufactured for elevator service. The machine shall have high starting torque and low starting current, rated for 50°C (130 deg. F) continuous operation.

   a. The traction driving sheave and brake drum/disc shall be cast integral and bolted securely to the main armature shaft.
   b. Securely mount the machine frame, including motor fields, bearing stands and brake on a heavy steel bedplate.
   c. The armature shaft shall be supported in ball or roller type bearings.
   d. The driving sheave shall be cast from the best grade of metal with a Brinell hardness of 215 to 230 and shall be machined with grooves, providing maximum traction with a minimum of rope and sheave wear.
   e. Ensure that adequate ventilation of internal stator windings and rotating element is provided to prevent overheating with thermal overload protection. (Constant velocity fan for constant cooling.)
   f. Equip housing with eyebolt(s) for lifting.
   g. Provide a spring applied and electrically released electro-mechanical brake. Brake noise shall not be discernible within the cab.
   h. Swivel type brake shoes shall be applied to the braking surface simultaneously and with equal pressure by means of helical compression springs.
   i. Design the brake for quick release to provide smooth and gradual application of the brake shoes.

   1) An emergency brake shall be an integral part of the machine design.

   j. Provide 14 gauge hoist cable guards at the car-drop and counterweight-drop side of the machine sheave.
1) Guards shall prevent access to cables at pinch points.
2) Guards shall have no sharp edges.
3) Guards shall be properly mounted to prevent vibration.

k. Design and construct the hoisting machine based on passenger elevator cab enclosure weight as specified.

G. Machine Beams

1. General: Retain existing, engineer, modify and/or provide to fit existing space and structural limitations.
2. Provide engineering for support beams, angles, plates, rails, bearing plates, blocking steel members to support machines, governors, deflector and overhead sheaves.
3. Coordinate attachments of the machine beams to the building structure with the structural drawings.
4. Mounting of the hoist machine and deflector sheaves shall incorporate isolation to minimize the transmission of noise and/or vibration to the building structure.

H. Hoist Ropes

1. Provide as recommended by manufacturer of new gearless machine. Utilizing pre-formed traction steel wire rope, specifically constructed for elevator applications.
   a. Fastenings shall be accomplished by use of individual tapered rope sockets with adjustable shackles.
   b. General design requirements for rope shackles and the method of securing wire rope shall conform with ASME A17.1 elevator safety code as modified by, and/or in addition to codes and standards accepted by the AHJ.
2. Coated steel belts with steel cords embedded in polyurethane case may be used in lieu of conventional steel hoist ropes subject to approval of the AHJ.

I. Overspeed Governors

1. Provide overspeed governor, located in the machine room, to operate the car safety.
   a. Maintain the proper tension in the governor rope with a weighted tension sheave located in the pit.
      1) Springs used to develop the tension are not acceptable.
   b. Provide rope grip jaws, designed to clamp the governor rope to actuate the car safety upon a predetermined overspeed downward.
      1) Rope grip jaws directly coupled to the governor mechanism so as to float with governor movement shall not be permitted.
      2) The centrifugal type governor shall trip and set rope jaws within 60 degrees of governor sheave rotation after reaching rated tripping speed.
   c. Design the governor rope tripping device so that no appreciable damage to or deformation of the governor rope shall result from the stopping action of the device.
in operating the car safety.

d. Provide an electrical governor overspeed protective device which shall remove power from the driving machine motor and brake before or at the application of the safety.

1) The setting for the overspeed switch shall be as prescribed in the ASME A17.1 Safety Code.
2) Locate and enclose the switch to insure that excess lubrication will not enter the switch enclosure.
3) Overspeed switch shall operate in both direction of travel on systems employing a static power drive unit.

e. Seal and tag the governor with the running speed, tripping speed and date last tested.

J. Governor Rope

1. New non pre-formed wire rope specifically constructed for elevator applications, shall be provided for governor ropes.

a. Rope shall be traction steel or iron in accordance with OEM design requirements.
b. Rope diameter and method of fastening shall be in accordance with ASME A17.1 Safety Code as adopted and/or otherwise modified by the AHJ.

2.5 HYDRAULIC ELEVATOR MACHINE ROOM EQUIPMENT

A. Control Equipment

1. Provide a microprocessor-based elevator control system.
2. System operating software shall be stored in non-volatile memory.

a. Elevator control relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overload relays, power supplies, circuit boards, static motor drive units, wiring terminal blocks and related components shall be totally enclosed inside a free-standing metal cabinet with hinged access doors.
b. Mechanical ventilation or air conditioning, HVAC, of the cabinet shall be provided and shall be adequate to dispose of the full load heat losses without exceeding 40° C (104° F) ambient temperature.

1) Where integral air conditioners are not employed, control equipment cabinets shall be provided with forced air ventilation to prevent overheating of the electrical components housed therein.

c. All electrical wiring inside the control equipment cabinet shall be performed in a neat manner with field wiring terminated at stud blocks provided inside the control cabinet.
d. Each wiring terminal shall be clearly identified according to the nomenclature used on the “as built” wiring diagrams. No more than two (2) field wires may be connected to any single terminal stud.
e. Spare wires shall be tagged according to their point of termination, bundled, and
placed at the bottom of the control equipment cabinet.

f. Each electrical component within the cabinet shall be permanently identified with symbols, identical to those used on the “as-built” wiring diagrams.

g. A data plate that indicates the edition of the Code in effect at the time of installation and/or alteration shall be provided in accordance with applicable code and requirements of ASME A17.1 Code. The data plate shall be in plain view and securely attached on the mainline disconnect or on the controller.

h. Control equipment shall comply with requirements of all applicable Sections of the ASME A17.1 and A17.5 Codes as approved and adopted by the AHJ.

B. Hydraulic Power Unit / Motor

1. Provide a self-contained power unit which includes:

   a. Structural steel outer base
   b. Tank support
   c. Oil tight drip pan
   d. Floating inner base to prevent metallic contact for mounting the motor pump assembly.
   e. Sound isolation panels to enclose the unit and reduce airborne noise.
   f. Design to accommodate a minimum of 80 upstarts per hour.
   g. Sound isolation pads, bushings and washers. Provide type "BR" by Mason or approved equal.

2. Provide a reinforced oil reservoir with a tight fitting tank over the oil control unit which includes:

   a. An oil fill strainer with air filter
   b. An oil level gauge assembly
   c. A self-cleaning strainer in the suction line.

3. The pump shall be for oil hydraulic elevator service with positive displacement screw type design for steady discharge with minimum vibration.

4. The drive shall be by multiple V-Belts and sheaves or directly driven by a submersible pump depending on the HP requirements of the system.

   a. The use of submersible pumps having more than a 40 HP motor is unacceptable.

5. Pump drive motor control shall utilize solid state motor starter circuitry to provide reduced current starting and maximum protection of the motor.

6. The oil control unit shall be of the manufacturer’s own design but shall include relief, safety check, start and slow down valves.

   a. Use lowering and leveling valves for drop away speed, lowering speed, leveling speed and stopping speed to insure smooth down starts and stops.
   b. Provide a valve for manual lowering of the elevator car in event of power failure and for use in servicing and adjusting the elevator mechanism.
   c. Design the tank shut-off valve for isolating oil in the power unit tank to ensure each of servicing and adjusting the elevator mechanism without removing oil from the tank.
   d. All valves shall be accessible for adjustment without removing the assembly from
the oil line.

7. Manufacture the unit to operate under 400 psi (for dry units) / 600 psi (for submersible units) working pressure.
8. When the oil reservoir thermostat registers 50 degrees F, the car shall “exercise” until the oil temperature reaches 75 degrees F.

2.6 HOISTWAY EQUIPMENT

A. General:

1. Hydraulic Elevator; power wash all non-running surfaces of retained hoistway equipment including fascia, dust covers, guide rails, brackets, sill-supports, entrance struts, headers venting and floor grating. Apply prime coat and two (2) coats of rust inhibiting epoxy based paint.

B. Guide Rails and Brackets:

1. Retain existing car and counterweight rails, realign joints, clean, check, tighten and replace non-complying brackets, fishplates and bolts. Provide log of the alignment corrections to the Owner’s Representative.

C. Counterweight Assembly (Traction Elevators)

1. Retain existing. Examine, eliminate squeaks and rattles, adjust weights and frame and tighten all fasteners.

D. Electrical Conduit / Wiring / Traveling Cable

1. Electrical wiring shall be provided.

   a. All wiring shall be stranded copper conductors, manufactured in compliance with ANSI/ASTM B174-71 and UL 62 requirements, and polyvinyl chloride insulation complying with ETT requirements of UL 62 and Article 400 of the National Electric Code.

   b. Electrical wiring provided for hoistway interlock shall be of a flame retardant type, capable of withstanding temperatures of at least 392 degrees Fahrenheit. Conductors shall be Type SF or the equivalent thereof.

   c. Each run of electrical conduit or duct shall contain no less than 10% spare wires and, in any case, no fewer than two (2) spare wires.

   d. Crimp-on type wire terminals shall be used where possible.

2. Traveling cable shall be provided.

   a. Each traveling cable shall be provided with a flame and water resistant polyvinyl chloride jacket.

   b. Electrical wiring shall consist of stranded copper conductors, manufactured in compliance with ANSI/ASTM B174-71 and UL 62 requirements, and polyvinyl chloride insulation complying with ETT requirements of UL 62 and Article 400 of the National Electric Code.
c. Each traveling cable shall contain no less than 10% spare wires.

d. Traveling cable exceeding 100’ in length shall be provided with a steel wire rope support strand from which the cable shall be suspended.

e. Traveling cable must be contained within an approved electrical conduit to within 6’ of the final suspension point in the hoistway.

f. Each traveling cable shall be arranged to provide no fewer than six (6) individually shielded pairs of 20 gauge wire and arranged to contain no less than one (1) coaxial cable for remote monitoring.

g. Traveling cable conductors that terminate at a hoistway center box shall be connected to stud blocks provided for that purpose.

1) Each wiring terminal shall be clearly identified by its nomenclature as shown on the “as built” wiring diagrams and solderless, crimp-on type wire terminals shall be used where possible.

h. The attachment of a traveling cable to the underside of the elevator car shall be performed so that a minimum loop diameter of 30x the cable diameter is provided.

i. Pre-hang the cables for at least 24 hours with ends suitably weighted to eliminate twisting during operation. Car static balance shall be considered when determining connection point(s).

3. Rigidly supported EMT conduit, flexible metal conduit and galvanized steel trough shall be utilized throughout the hoistway.

a. Both EMT and flexible conduit shall be connected on either end by use of compression fittings and secured in place with metal clamps sized in accordance with the diameter of conduit utilized.

1) Wire or plastic wire ty-raps shall not constitute an acceptable means of fastening.

b. The use of flexible metal conduit shall be limited to runs not greater than 3’ in length.

E. Normal and Final Terminal Stopping Devices

1. Provide normal terminal stopping devices to stop the car automatically from any speed obtained under normal operation within the top and bottom overtravel, independent of the operating devices, final terminal stopping device and the buffers.

2. Provide final terminal stopping devices to stop the car and counterweight automatically from the speed specified within the top clearance and bottom overtravel.

3. The terminal stopping devices shall have rollers with rubber or other approved composition tread to provide silent operation when actuated by the cam fixed to the top of the car.

a. Terminal stopping devices that are not mechanically operated (i.e., magnetic proximity) shall be provided by the manufacturer of the control equipment, intended for use as a terminal limit, and designed for reliable operation in the hoistway environment.

4. Final terminal limits shall be pinned so as to prevent movement after final adjustment where required by the AHJ.
F. Emergency Terminal Speed Limiting Device

1. Provide necessary emergency terminal speed limiting devices where reduced stroke buffers are used.
   a. Operation of the device shall be independent of the operation of the normal terminal stopping device.
   b. Arrange the device to automatically reduce the car and counterweight speed by removing power from the driving machine motor and brake so that the rated striking speed of the buffer is not exceeded at the time of impact.
   c. The sensing device shall be independent of the normal speed control system.
   d. Short circuits caused by grounds or other conditions shall not prevent the operation of the device.

2.7 TRACTION ELEVATOR PIT EQUIPMENT

A. Car and Counterweight Oil Buffer

1. Retain existing. Drain and replace oil and seals. Inspect existing springs and valves then service and clean all internal components. Clean and repaint.
2. Buffer and emergency terminal slowdown device shall operate in accordance with applicable codes.

B. Governor Rope Tension Assembly

1. Provide a governor rope tension assembly.
2. Maintain the proper tension in the governor rope with a weighted tension sheave located in the pit.
3. Springs used to develop the tension are not acceptable.
4. The sheave shall be of proper diameter and set directly plumb with the governor rope drop to prevent the rope from pulling off of the sheave at an angle. Provide seismic rope retention.
5. Lubrication fittings shall be provided on the assembly.
6. The assembly shall have necessary rope guards to prevent accidental contact of the rope/sheave by service personnel and to prevent the governor rope from jumping off of the sheave.

C. Pit Stop Switch

1. Provide new; where pit depth does not exceed 67”, elevator pit shall be provided with a push/pull or toggle switch that is conspicuously designated “EMERGENCY STOP” and located so as to be readily accessible from the hoistway entrance on the lowest landing served at a height of approximately 18” above the floor.
2. This switch shall be arranged to prevent the application of power to the hoist motor and machine brake when placed in the “OFF” position.
3. Where climb-in pit depth exceeds 67”, each pit shall be provided with two (2) push/pull or toggle switches conspicuously designated “EMERGENCY STOP”.
4. Both of these stop switches, shall be located immediately adjacent to the pit access ladder.
5. Place one stop switch approximately 47” above the pit floor.
6. Place the second stop switch 18” above the hoistway entrance sill on the lowest landing.
served.
7. These switches shall be arranged so as to prevent the application of power to the hoist motor or machine brake when either one is placed in the “OFF” position.

2.8 HYDRAULIC ELEVATOR PIT EQUIPMENT

A. Car Spring Buffers (Retain)

1. Retain existing car spring buffers. Inspect, clean and paint.

B. Pit Stop Switch

1. The elevator pit shall be provided with a push/pull or toggle switch that is conspicuously designated “EMERGENCY STOP” and located so as to be readily accessible from the hoistway entrance on the lowest landing served at a height of approximately 18” above the floor.
   a. This switch shall be arranged to prevent the application of power to the pump motor when placed in the “OFF” position.

C. Jack Assembly, Jack Hole and Casing (Retain)

1. Retain existing hydraulic cylinder, piston, buffers and pit channels.
2. Immediately prior to seeking final acceptance of the completed project as specified herein, the Contractor shall renew all packing rings and seals in the cylinder head.
3. Isolate jack from car sling. Provide type "Super Standard Neoprene Pad W" by Mason Industries, or approved equal.

D. Hydraulic Piping (Retain)

1. Retain existing hydraulic piping.
2. Provide all necessary pipes and fittings to connect the power unit to the jack.
   a. Provide a shut-off valve in the machine room for maintenance service.
   b. Provide neoprene isolation pads between the pipe and the hangers or stands.
   c. Provide a minimum of two (2) sound isolation couplings between the pump unit and cylinder.
   d. Provide isolation at pipe penetrations.
   e. Provide foam neoprene insulation where piping passes through public spaces. Provide type "R-180-FS" by Rubatex Corporation. Label piping per ASME A17.1.

E. Overspeed (Rupture) Valve

1. An overspeed valve shall be provided and installed so that it will cause the flow of oil from the hydraulic jack through the pressure piping to cease when such flow exceeds a preset value relative to car speed in accordance with applicable codes.

F. Scavenger Pump

1. Provide a positive displacement, rotary type pump for the hydraulic elevator.
a. The pump shall have a 1/2 HP motor capable of pumping 100 ft. vertically to the remote machine room.
b. The pump shall be self-priming and self-lubricating.
c. The pump shall be equipped with a 100 mesh screen strainer.
d. The pump housing shall be constructed of brass with stainless steel internal parts, and shall have a 3.5 gallon reservoir.
e. Mount oil return pump off the pit floor to a solid surface and connect it to the jack unit and the oil tank with copper tubing. Provide secure mounting means.

2.9 HOISTWAY ENTRANCES

A. General: Retain existing hoistway entrances refurbish components as needed to assure smooth and quiet operation and compliance with performance criteria.

B. Entrance Frames: Retain existing and refurbish as follows:

1. Painted Steel - Traction Elevators; Retain existing and refurbish by cleaning.
2. Painted Steel – Hydraulic Elevator; Wire brush to remove any rust. Repair damaged surfaces, clean sand, prime and apply two (2) coats of rust inhibiting epoxy based paint. Colors as selected by Owner’s Representative.

C. Hoistway Doors:

1. Painted Steel – Traction Elevators; Retain existing and provide two (2) door gib assemblies per panel.
2. Painted Steel – Hydraulic Elevator; Retain existing and provide two (2) door gib assemblies per panel. Remove all twists and bends, dents and scratches. Wire brush to remove any rust. Thoroughly clean both sides of panels by power washing as required. Prime and apply two (2) coats of rust inhibiting epoxy based paint to each side and edges of each panel. Colors as selected by Owner’s Representative.
3. Hangers and Tracks: Retain and refurbish.

D. Closers: Provide new cable relating torsion spring mechanical type as required for door assembly.

E. Interlocks: Provide all new. Provide all new high temperature wiring for interlock circuits.

F. Pick-Up Roller Assemblies: Provide new.

G. Sills: Retain existing and refurbish by repairing as necessary, cleaning complete length to bare metal surface and polishing.

H. Fascia: Retain existing fascia plate system, adjust and tighten fasteners. Replace missing fasteners and fascia plates. Clean and paint the entire fascia semi-gloss black where it can be viewed by the public.

I. Dust Covers: Retain existing dust cover system, adjust and tighten fasteners. Replace missing fasteners. Clean and paint the entire fascia semi-gloss black where it can be viewed by the public.
1. Replace any missing dust covers.
   a. The dust covers shall extend to a full width of travel of the doors, return to the hoistway wall at a 15 degree angle and be firmly fastened.

J. The bottom of each horizontally sliding hoistway door panel shall be equipped with guiding members and safety retainers in accordance with A17.1 Safety Code as adopted and/or modified by the AHJ.

1. The bottom hoistway door panel safety retainers shall be of stainless steel "Z" bar design, or shall be otherwise designed to prevent displacement of the door panel.

K. Tracks / Hangers / Closers / Related Equipment

1. Provide new hanger assemblies directly mounted to the door panel using 3/8” diameter or better hardware.
   a. Solid steel blocks shall be used where job-site conditions dictate the use of spacers between hanger assemblies and the landing door panel.
   b. Hanger assemblies shall be adjusted or shimmed so that door panels are suspended in a plumb manner with no more than 3/8” vertical clearance to the cab entrance threshold.
   c. Upthrust rollers shall be adjusted for minimal operating clearance against the bottom edge of the hanger track.
   d. Means shall be provided to prevent hangers from jumping the track.
   e. Blocks shall be provided to prevent rollers from overrunning the end of the track.

2. Each set of side opening landing doors shall be provided with a cable driven relating mechanism which is compatible for use with the door hanger assemblies.
   a. The relating mechanism shall be properly tensioned and adjusted so as to equalize the relationship between the door panels and the hoistway entrance.
   b. Each set of multi-speed side slide landing doors shall be provided with a sill-mounted spring closing mechanism with necessary door panel relating hardware.
   c. Each set of single speed side slide landing doors shall be provided with a sill-mounted spring closing mechanism.
   d. Spirator-type spring closers shall be acceptable should prevailing sill depth or run-by clearance conditions require their use.

2.10 CAR EQUIPMENT / FRAME

A. Car Frame and Platform

1. Retain existing car frame and platform for Traction Elevators. Examine and make necessary repairs to structure to eliminate flexing, rattles and other noise. Provide sound isolation to all elevator platforms with vibration isolation pads. The support frame shall carry rubber pads on which the platform shall rest without any connection to the steel frame.
2. Retain existing car frame and provide new platform complete for Hydraulic Elevator.
   a. Wire brush to remove any rust. Thoroughly clean. Examine and make necessary repairs to car frame structure and new platform to eliminate flexing, rattles and other noise.
   b. Prime and apply two coats of rust inhibiting epoxy based paint on retained and new equipment.
   c. Provide sound isolation to elevator platform with vibration isolation pads. The support frame shall carry rubber pads on which the platform shall rest without any connection to the steel frame.

3. Toe Guards - Provide 14 gauge steel toe guards to extend 48 inches below any sill not protected by fascia.
   a. The toe guards shall extend the full width of the door and shall return to the hoistway wall at a 15 degree angle and be firmly fastened. Powder-coat or paint two (2) coats of semi-gloss black.

B. Car Safety (Traction Elevators)
   1. Retain existing and refurbish by stripping down, cleaning, repainting main assembly then replacing jaws and testing with the governor actuated mechanical system.
   2. When tripped, the safety mechanism shall engage the rails with sufficient force to stop a fully loaded car with an average rate of retardation within the limits given in A17.1 Safety Code as adopted and/or otherwise modified by the AHJ.
   3. In no event shall the safety be released by downward motion of the car. Raising the car to reset the safety shall be allowed.
   4. Provide new electrical safety plank switch that will interrupt the power to the hoist machine when the safety is set.
   5. Conduct full-load test and provide test tag.

C. Load Weighing Device (Traction Elevators)
   1. Provide means to measure the load in the car within an accuracy of ±4% of the elevator capacity.
   2. Provide one of the following types of devices:
      a. A device consisting of four strain gauge load cells located at each corner of the car platform and supporting a free floating car platform and cab with summing circuits to calculate the actual load under varying conditions of eccentric loading.
      b. A strain gauge device located on the crosshead, arranged to measure the deflection of the crosshead and thus determine the load in the car.
      c. A device consisting of four strain gauge load cells, supporting the weight of the elevator machine with summing circuits to calculate the actual load under varying conditions of load.
      d. A device to measure the tension in the elevator hoist ropes and thus determine the load in the car.
      e. Arrange that the output signal from the load weighing device be connected as an input to the signal and motor control systems to pre-torque of the hoisting machine motors where applicable.
      f. Provide audible and visual signals in connection with the load weighing device when
used as an “overload” device.

D. Automatic Leveling / Re-leveling / Positioning Device

1. Provide the elevators with a floor leveling device which shall automatically bring the car to a stop within 1/4” of any floor for which a stop has been initiated regardless of load or direction of travel.
2. This device shall also provide for re-leveling which shall be arranged to automatically return the elevator to the floor in the event the elevator should move below or above floor level in excess of 1/4”.
3. This device shall be operative at all floors served and whether the hoistway or car door is open or closed provided there is no interruption of power to the elevator.

E. Main Guide Shoes

1. Provide new ELSCO Model A six (6) wheel assemblies for traction elevators and Model B three (3) wheel assemblies for hydraulic elevator with fully adjustable spring loaded roller type assemblies. Provide neoprene tires minimum 3/4 inch wide and to provide continuous contact with rail surfaces.
2. Provide new with adaptor plates, retainer plates and 6 - inch neoprene roller tires.
3. Balance all cars to ensure equal pressure on all roller tires.

F. Counterweight Guide Shoes (Traction Elevators)

1. Provide new ELSCO Model C six (6) wheel assemblies with fully adjustable spring loaded roller type assemblies for traction elevators. Provide neoprene tires minimum 3/4 inch wide and to provide continuous contact with rail surfaces. Provide new with adaptor plates, retainer plates and 3 ¼ - inch neoprene roller tires.

G. Top-of-Car Inspection Operating Station

1. An inspection operating station shall be provided on top of the elevator car.
2. This station shall be installed so that the controls are plainly visible and readily accessible from the hoistway entrance without stepping on the car.
3. When the station is operational, all operating devices in the car shall be inoperative.
4. Provide the following control devices and features:
   a. Provide a push/pull or toggle switch designated “EMERGENCY STOP” shall be arranged so as to prevent the application of power to the hoist motor or machine brake when in the “off” position. Provide a second stop switch if top-of-car station is not within reach of the landing.
   b. A toggle switch designated “INSPECTION” and “NORMAL” to activate the top of car Inspection Service Operation.
   c. Push button designated “Up”, “Down” and “Enable” to operate the elevator on Inspection Service (the “Enable” button shall be arranged to operate in conjunction with either the “Up” or “Down” button).
   d. An indicator light and warning buzzer that are subject to activation under Phase I - Fire Emergency Recall Operation.
   e. The unit may contain the following additional devices:
      1) Approved car top lighting fixture with service guard and local control switch.
2) Approved 120 Volt grounded GFI convenience receptacle.

H. Emergency Exit

1. Ensure they operate as per code and have proper electrical contacts and mechanical locks on the exterior of the cab enclosure.
2. The top of car emergency exit shall be so arranged that it can be opened from within the car by means of a keyed spring-return cylinder-type lock having not less than a five-pin or five-disk combination and opened from the top of the car without the use of a key.
3. No other key to the building shall unlock the emergency exit lock except access switch keys which may be keyed alike.
   a. Keys shall be assigned in accordance with ASME A17.1 Group 1 Security requirements.
4. The top emergency exit shall be provided with an electric contact so located as to be inaccessible from the inside of the car. The opening of the electrical contact shall limit the car speed to not more than 150 ft/min (0.76 m/s).

I. Car Enclosure Work Light / Receptacle

1. The top and bottom of each car shall be provided with a permanent lighting fixture and 110 volt GFI receptacle.
2. Light control switches shall be located for easy accessibility from the hoistway entrance.
3. Where sufficient overhead clearance exists, the car top lighting fixture shall be extended no less than 24” above the crosshead member of the car frame.
4. Light bulbs shall be guarded so as to prevent breakage or accidental contact.

J. Master Door Power Operator System – VVVF/AC

1. Provide ECI VFE 2500 heavy duty linier closed loop door operators for traction elevators and GAL-MOVFR closed loop door operators for hydraulic elevator. Include all necessary compatible relating equipment, or approved equal having remote adjustment control, heavy-duty master door operator isolated from the top of the elevator car enclosure for power opening and closing of the cab and hoistway entrance door panels. Mount operator on a structural support independent of the car enclosure.
2. Operator shall utilize an alternating current motor, controlled by a variable voltage, variable frequency (VVVF) drive and a closed-loop control with programmable operating parameters.
   a. System may incorporate an encoder feedback to monitor positions with a separate speed sensing device or an encoderless closed-loop VVVF-AC control to monitor motor parameters and vary power applied to compensate for load changes.
3. The type of system shall be designated as a high speed operator, designed for door panel opening at an average speed of 2.0 feet per second and closing at approximately 1.0 foot per second.
   a. Reduce the closing speed as required to limit kinetic energy of closing doors to within values permitted by ASME A17.1 as may be adopted and/or modified by the AHJ.
4. The door shall operate smoothly without a slam or abrupt motion in both the opening and closing cycle directions.
   a. Provide controls to automatically compensate for load changes such as:
      1) Wind conditions (stack effect)
      2) Use of different weight door panels on multiple landings
      3) Other unique prevailing conditions that could cause variations in operational speeds.
   b. Provide door interruption / nudging feature to limit speed and torque in conjunction with door close signaling/closing and timing devices as permitted by ASME A17.1 as may be adopted and/or modified by the AHJ. Nudging shall be initiated by the signal control system and not from the door protective device.

5. In case of interruption or failure of electric power from any cause, the door operating mechanism shall be so designed that it shall permit emergency manual operation of both the car and corridor doors only when the elevator is located in the floor landing unlocking zone.
   a. The hoistway door shall continue to be self-locking and self-closing during emergency operation.
   b. The door operator and/or car door panel shall be equipped with safety switches and electrical controls to prevent operation of the elevator with the door in the open position as per ASME A17.1 Code Standards.
   c. Provide zone-lock devices as required by ASME A17.1 as may be adopted and/or otherwise modified by the AHJ.

K. Door Reopening Device / “3D”
   1. Provide Janus Panachrome 3D combination infrared curtain with 3D door protection, green and red LED warning illumination and voice message announcement or approved equal. No known equal.
   2. The door shall be prevented from closing and will reopen when closing if any one of the curtain light rays is interrupted or should an object enter the 3D detection zone.
   3. The door shall start to close when the protection system is free of any obstruction.
   4. The infrared curtain and 3D zone protective system shall provide:
      a. Protective curtain field not less than 71” above the sill.
      b. 3D protective zone field not less than 61” above the sill.
      c. Accurately positioned infrared lights to conform to the requirements of the applicable handicapped code.
      d. Modular design to permit on board test operation and replacement of all circuit boards without removing the complete unit.
      e. Self-contained, selectable 3D zone timeout feature to allow for closing at nudging speed with audible signal.
      f. Automatic turning-off of the 3D zone in the event of three (3) consecutive 3D triggers.
   1) Light curtain shall continue to operate after 3D system timeout.
g. Selectable control of the 3D zone operation on an “always-on” or “as doors close” basis.
h. Controls to shut down the elevator when the unit fails to operate properly.
i. Audible and visual notification of pending door close.

2.11 FINISH AND MATERIALS

A. Hoistway Entrances Finish and Design

1. Hoistway entrances and door panels shall be finished as specified by the Owner.
2. Where no finish is specified, finishes shall be No. 4 stainless steel.
3. Refer to specifications for other design requirements.

B. Car Interior Finishes

1. Retain Existing
2. Contractor shall provide samples of finishes as required for approval prior to fabrication.
3. Refer to specifications for other design requirements.
4. Special attention shall be given to flooring materials and suitability for intended duty.

C. Fixture Schedule

1. The design and location of the hall and car operating and signaling fixtures shall comply with the ADAAG and CBC.
2. All hall and car fixtures shall be selected from the manufacturer’s premium line of fixtures.
3. Custom designed operating and signaling fixtures shall be as shown on the drawings or as approved by the Owner’s Representative.
4. Car Stations:
   a. Stainless steel with No. 4 finish.
   b. Provide swing front return type. The layout of the panel and all engraving shall be subject to the approval of the Owner’s Representative.
5. Car Position Indicators
   a. Provide standard car information display system above each passenger elevator car operating panel.
      1) The system shall include 2” high position indicators with direction arrows and floor passing tone.
6. Car Call Buttons
   a. Provide California approved vandal resistant (same as hall buttons) round, raised 1/8", square shoulders, stainless steel metallic edges, tamperproof type with “white” LED illumination over complete button face to match California approved hall buttons.
7. Hall Call Buttons
a. Provide California approved vandal resistant round, raised 1/8", square shoulders, stainless steel metallic edges, tamperproof type with “white” LED illumination over complete button face to match car buttons.

D. Material Finishes

1. Satin Finish: No. 4 satin, long grain
2. Sheet Steel:
   a. Shop Prime: Factory-applied baked on coat of mineral filler and primer
   b. Finish Paint: Two (2) coats of low-sheen baked enamel, color as selected by the Owner’s Representative.
   c. Steel Equipment: Two (2) coats of manufacturer’s standard rust-inhibiting paint.

2.12 FIXTURES / SIGNAL EQUIPMENT

A. General - Design / Finish

1. The design and location of the hall and car operating and signaling fixtures shall comply with the ADAAG and CBC.
2. The operating fixtures shall be selected from the manufacturer's premium line of fixtures or a third-party provider of vandal-proof designs.
3. Custom designed operating and signaling fixtures shall be as shown on the drawings or as approved by the Owner / Owner’s Representative.
4. The layout of the fixtures including all associated signage and engraving shall be as approved by the Owner.
5. Provide stainless steel button as selected by the Owner from a premium line of push buttons.
6. Where no special design is shown, the faceplates shall be as follows:
   a. All Floors: 1/8" thick stainless steel faceplate with No. 4 finish, machined beveled edges and tamperproof fasteners.
7. Mount auxiliary car and hall fixtures with tamperproof fasteners. The fastener and key switch cylinder finishes shall match faceplate finish.
8. Where key-operated switch and or key operated cylinder locks are furnished in conjunction with any component of the installation, four keys for each individual switch or lock shall be furnished, stamped or permanently tagged to indicate function.
9. All caution signs, including pictorials, code-mandated instructions and directives shall be engraved and filled with epoxy.
10. Provide black paint filled (except as noted) engraved signage as follows with approved size and font:
   a. Phase II Firefighters' operating instructions on inside face of Phase II compartment door.
   b. Car number over main car return panel.
   c. 3/16" "Push for Alarm" and telephone usage instruction engraving.
   d. "No Smoking" on auxiliary car return panel.
   e. Car capacity in pounds on service compartment door.
B. Main Car Operating Panel (Traction Elevators)

1. Provide a main car operating push button panel on the inside front swing return panel of the car.
   a. Mount all key switches that are required to operate and maintain the elevators exposed on the car station except those specified within a locked service cabinet.

2. Traction Elevators Nos. 1-2: The passenger elevator car operating panels shall be incorporated (integral) in the new swing-front return of the elevator cab.
   a. Coordination with car front manufacturer shall be the responsibility of the Elevator Contractor.
   b. Provide door hold open button fixture.

3. The push buttons shall become individually illuminated as they are pressed and shall extinguish as the calls are answered.
4. Provide LED call registration lights.
5. Each operating panel shall include:
   a. A call button for each floor served.
   c. Illuminated “Alarm” button (Interfaced with emergency alarm).

6. Main car operating panel shall also include:
   a. Self-dialing, hands-free type telephone and intercom with call acknowledging feature and A.D.A. design provisions.
   b. Locking Firefighter’s’ Service cabinet, keyed in accordance with local Code, containing required devices and signals in accordance with ASME A17.1 Standards.
      1) Automatic opening of the locked cabinet door may be provided with signals initiated by the fire detection and alarm system where approved by the Authority Having Jurisdiction.

7. Provide a locked service cabinet flush mounted and containing the key switches required to operate and maintain the elevator, including, but not limited to the features listed below. Incorporate permit window into door with unexposed mounting hardware. Size door to accommodate window sized to display State of California permit, properly justified.
   a. Independent service switch with associated operating buttons and signal indicators.
   b. Light switch.
   c. Fan switch.
   d. G. F. I. duplex receptacle.
   e. Emergency light test button and indicator.
   f. Inspection Service Operation key switch.
   g. Port for hand-held service tool where applicable.
   h. Dimmer for cab interior lighting.
   i. Keyed stop switch.

8. Car operating panels shall incorporate a digital L.E.D. floor position indicator with
direction arrows.

C. Main Car Operating Panel: (Hydraulic Elevator)

1. The hydraulic passenger elevator car operating panels shall be the applied type, for additional durability, and rigidly mounted on new stationary.
2. The push buttons shall become individually illuminated as they are pressed and shall extinguish as the calls are answered.
3. Provide LED call registration lights.
4. Each operating panel shall include:
   a. A call button for each floor served.
   c. Illuminated “Alarm” button (Interfaced with emergency alarm).
5. Main car operating panel shall also include:
   a. Self-dialing, hands-free type telephone with call acknowledging feature and A.D.A. design provisions.
   b. Locking Firefighter’s’ Service cabinet, keyed in accordance with local Code, containing required devices and signals in accordance with ASME A17.1 Standards.
      1) Automatic opening of the locked cabinet door may be provided with signals initiated by the fire detection and alarm system where approved by the Authority Having Jurisdiction.
6. Provide a locked service cabinet flush mounted and containing the key switches required to operate and maintain the elevator, including, but not limited to the features listed below. Incorporate permit window into door with unexposed mounting hardware. Size door to accommodate window sized to display State of California permit, properly justified.
   a. Independent service switch with associated operating buttons and signal indicators.
   b. Light switch.
   c. Fan switch.
   d. G. F. I. duplex receptacle.
   e. Emergency light test button and indicator.
   f. Inspection Service Operation key switch.
   g. Port for hand-held service tool where applicable.
   h. Dimmer for cab interior lighting.
   i. Keyed stop switch.
7. Car operating panels shall incorporate a digital L.E.D. floor position indicator with direction arrows.

D. Voice Annunciator (Traction Elevators)

1. Provide a fully adjustable voice annunciator in each elevator.
2. Coordinate size, shape and design with Owner and other trades. Coordinate content with Owner.
3. The system shall include, but not limited to:
- a. Solid-state digital speech annunciator
- b. A recording feature for customized messages
- c. Playback option
- d. Built-in voice amplifier
- e. Master volume control
- f. Fully adjustable audible indication for selected floor, floor status or position, direction of travel, floor stop and nudging.

4. Locate all associated equipment in a single, clearly labeled enclosure located either in the control room and/or on car top.

**E. Corridor Push Button Stations / Riser**

1. Administration Bldg. / Elevator Nos. 1-2: Retain single riser at levels 2 through 9. Add second riser of push button signal fixtures at levels B and 1.
2. Building E / Elevator No.1: Single riser of push button signal fixtures shall be provided on all floors.
3. Each signal fixture shall consist of the following:
   - a. Oversized flush-mounted faceplate large enough to cover voids and gaps at finished wall surfaces.
   - b. Illuminating, tamper-resistant, raised push buttons measuring 3/4” at their smallest dimension as selected by the Owner.
   - c. Reuse existing throughout and provide new recessed mounting boxes, electrical conduit and wiring for riser where button elevation does not comply with ADA/CBC requirements.

4. Intermediate landings shall be provided with fixtures containing two (2) push buttons while terminal landings shall be provided with fixtures containing a single push button.
5. Include Firefighter key switch in the main lobby level station or other designated recall landing. Engrave operating instructions below keyswitch. Provide illuminating Fire Service and standby power jewels. Suitably identify jewels.
6. Terminal push button signal fixtures shall be installed at a centerline height of 42” above the floor and shall be installed both plumb and flush to the finished wall.
7. Intermediate push button signal fixtures shall be installed at a centerline between the buttons at a height of 42” above the floor and shall be installed both plumb and flush to the finished wall.
8. Standardize the final elevation on all floors.
9. Fixture faceplates shall be installed adjacent to the entrance frame on front wall.

**F. Hall Position Indicators /Direction Lanterns – Passenger Elevators**

1. Elevator Nos. 1-2: Remove existing multi light type and provide combination direction/position indicators at main level and all levels below the main level.
2. Provide oversized face plates fabricated from 1/8-inch thick stainless steel with machine beveled edges and having a No. 4 finish.
3. Provide digital position indicator with two (2) inch digital readouts, visual and fully adjustable audible signal to indicate the car position. Provide two and one half inch (2/12) digital direction arrows indicating direction of travel and where applicable and which car shall stop in response to the hall call.
a. Design the lantern with up and down indication at intermediate landings and a single indication at terminal landings.
b. Lanterns shall sound once for the up direction and twice for the down direction.
   1) Provide an electronic chime with fully adjustable sound volume.
c. Provide adjustable signal time (3 to 10 seconds, with 1 second increments) to notify passengers which car shall answer the hall call and preset per ADAAG distance standards.

G. Hoistway Access Switch

1. Retain existing or provide new cylindrical type keyed switches at top and bottom terminals, service and test. Make necessary modifications or replace switch to be of the continuous pressure spring-return type and shall be operated by a cylinder type lock having not less than a five (5) pin or five (5) disc combination with the key removable only in the “OFF” position.

   a. The lock shall not be operable by any key which operates locks or devices used for other purposes in the building and shall be available to and used only by inspectors, maintenance men and repairmen in accordance with A17.1 applicable Security Group.

H. Elevator Management Information System (EMIS) (Traction Elevators)

1. Provide a desk type interactive computer-based elevator management information system (EMIS) with multi-display terminals. The system shall include:

   a. A desk mounted, multi-color, high resolution 17” LCD flat panel monitor, a personal computer with mass storage devices, a keyboard and a dedicated letter quality printer.
   b. A 17” LCD flat panel monitor in the control room.
   c. Serial communication ports, parallel printer ports, power supply and field wire termination.
   d. Coordinate space and design requirements with the Owner.

2. Design the system with split screen to display the information in graphic or tabular form as follows:

   a. Graphic Status Display: Display of an elevation representation of every car in a group.

      1) Floor status
      2) Group operational mode
      3) Car status
      4) Hall calls
      5) Date and time, building and group identification

   b. The information indicated above (except for registered hall and car calls and floor security status) shall be displayed on screen simultaneously for each group connected to the EMIS for tabular format.
c. EMIS shall monitor various discrete signals from the elevator system and retain a log of up to the last 200 alarms/events.

d. The system shall display current status on screen and, from the keyboard, shall allow modification of the security status of each car in the group, including car and hall call registration security lock-out.

3. The EMIS shall be capable of sending information to and receiving instructions from the building security computer.

4. The system shall provide the ability to use the keyboard to initiate and display interactive elevator operations, including but not limited to the following:

a. Display faults and events
b. Display alarm messages
c. Car and hall calls
d. Modifications of some elevator parameters such as door times, etc.
e. Any other special operations.
f. Security car and hall push button locks shall be controlled on a, per landing, per car basis with fire control over-rides per code.

5. The system shall allow ability to view and print performance data connected to the EMIS through the following screens:

a. Car operations screen showing the number of door operators, door reversals and car runs.
b. Car timing averages screen, showing averages for flight time, door opening and closing.
c. Hall calls screen shall show per group basis the number of hall calls in each direction broken down into the number answered in specified intervals.
d. Landing summary screen.
e. Any additional screens required.

6. The system shall provide the capability to view various reports generated from the data.

a. The following information for each group shall be shown in reports:

1) Total number of hall calls (up/down)
2) Average waiting times (up/down)
3) Maximum wait and time at which it occurred
4) Number of car calls per car
5) Number of hall and car calls per landing (up/down)
6) Average waiting time per landing
7) Histogram of registration times
8) For preset, adjustable time intervals for each car, a summary will be given of:

   a) The number of door operations
   b) Car runs
   c) Averages of flight times and door times

9) Record of every car and hall call registered
10) Record of all events and alarms.
I. Fire Command Center Panel (Traction Elevators)

1. Locate in building Fire Command Center. Fixture faceplate, stainless steel satin finish, including the following features:

   a. Car position and direction indicator (digital-readout or color SVGA display type). Identify each position indicator with car number, group identification and levels served.
   b. Indicator showing operating status of car.
   c. Manual car standby power selection switch(es) and power status indicators.
   d. Two-position Firefighters' emergency return switch(es) and indicators with engraved instructions filled red.
   e. Firefighter's telephone jack.

2. Provide fixtures and monitor. Locate as directed by Owner’s Representative. Where applicable, identify all indicators and manual switches with appropriate engraving. Provide conduit and wiring to control panel. Coordinate size and location with Owner’s Representative.

J. Emergency Power Control Panel

1. Incorporate into the Fire Command Center panel.

   a. The panel shall contain:

      1) An indicator light that illuminates when a transfer to standby power takes place.
      2) Indication that the elevators have arrived at the designated landing and have parked with the doors maintained in the open position.
      3) Key-operated override switch(es) and a manual selector switch(es) identified with positions for each elevator.

2. The control panel shall be engraved so as to identify the function of each control feature and device provided.

3. The Elevator Contractor shall provide all necessary electrical wiring between the elevator control room(s), and the standby power control panel.

2.13 CAR ENCLOSURES

A. Elevator Cab

1. Car Shell and Panels: Retain existing and refurbish as follows:

   a. Top of car emergency exit shall include hinging and locking arrangements with electrical safety switch to prevent operation with door open.

      1) Attach the top-of-car exit to the dome of the cab via sash-chain and piano hinge.

2. Front Return Panels, Columns and Transom: Provide new fabricated from 14 gauge
furniture stainless steel with proper reinforcing to prevent oil canning.

a. Provide swing front return panels for traction elevators which shall have required cutouts for integral car call buttons, keyed switches, indicators, emergency light fixture, cabinets and the specified special control and signaling devices.
b. Provide stationary return panel for hydraulic elevator which shall have required cutout for applied car operating panel
c. Provide concealed, full-height, stainless steel piano hinges of sufficient strength to support the panel, without sagging, in the open position.
d. The concealed locks shall secure the panel at two points with linkage that shall be free of vibration and noise when in the locked position.
e. The front return panels shall be in true alignment with the new transoms.
f. Lock release holes shall be not more than 1/4” diameter and be located at the return side jamb of the panel.
g. Engrave the elevator identification number and capacity, no smoking sign, Firefighter instructions, and other code mandated instructions and caution signs directly in the front return panel, unless otherwise specified. Applied panels are unacceptable.
h. Transom shall be 14 gauge, and be reinforced and constructed the same as the front return panels.

3. Cab Doors: Provide new standard 1” thick, 14 gauge hollow metal flush construction, reinforced for power operation and insulated for sound deadening. Paint hatch side of doors black and face cab side with 16 gauge sheet stainless steel with No. 4 finish.

a. The door panels shall have no binder angles. All welds shall be continuous, ground smooth and invisible.
b. Drill and reinforce doors for installation of door operator hardware, door protective device, door gib, etc.

4. Car Lanterns:

a. Provide flush type in each return panel with flush cover plates fabricated from 1/8” stainless steel with No.4 finish and having hairline joints.

5. Hall Lantern: (Hydraulic Elevator)

a. Provide new waterproof boxes with faceplates fabricated from 1/8th inch stainless steel with No. 4 finish.
b. Each fixture shall be the manufactured with standard LED or liquid crystal 2½” high arrows having illuminating side bars for 180 degree viewing angle.
c. Provide audible directional tones which sound once to indicate up and twice to indicate down directions of travel.

6. Protection Pads (Traction Elevators)

a. Provide two (2) set of protective pads. The pads shall cover the front return panels, transom and the side and rear walls. Provide cutout in pads for access to the cab operating and signaling devices. Pads shall be fire-resistant canvas with two (2) layers of cotton batting padding.
b. Provide sewn-in car identification tag and wall location tag.
c. Provide passenger elevator pads with sewn-in hooks.
7. Alternate No. 3: Provide three cab enclosure panels designs during submittal phase, as designated by Owner’s Representative. The budgets are as follows:
   a. Administration Elevators 1-2; $15,000 each
   b. Building E. Elevator 1; $9,500
   c. Materials:
      1) Particleboard: Premium grade, AWI, Section 200, fire retardant treated, equal to Duraflake FR
      2) Plastic Laminate: Comply with NEMA LD3, 0.05” thick, color, texture and finish as selected by the Owner’s Representative
      3) Wood Panels: AWI Premium Grade, quarter sliced veneer, as selected.
      4) Trims: AWI Premium Grade quarter sawn, as selected.

8. Ceiling: Construction techniques for wall panels shall apply to ceiling panel construction. Locate top emergency exit inconspicuously. Construct and mount the exit panel to prevent light leakage around the perimeter of panel.

9. Ventilation: The ventilation system of the exhaust type shall be provided in each elevator.
   a. The system shall include a blower driven by a direct connected motor and mounted on top of car with isolation to effectively prevent transmission of vibration to the car structure. The blower shall have not less than two operating speeds. The ventilation system shall be sized to provide one air change per minute at low speed and 1.5 air changes per minute at high speed. The unit design and installation shall be such that the maximum noise level, when operating at high speed, shall not exceed 55 dBA approximately three feet above the car floor. A three-position switch to control the blower shall be provided in the service cabinet.
   b. The fan or blower shall start upon the pressing of a car or landing call button and shall stop a predetermined time (approximately 2 minutes) after the car has answered the last registered call.

10. Lighting: Arrange lighting fixtures and passenger elevator ceiling assembly to provide even illumination without hot spots and shadows.
    a. Design and configure lighting system to facilitate maintenance of the fixtures.

11. Handrails: All attachment hardware shall match the selected handrail and shall permit handrail removal from within the cab.
    a. Provide a minimum of 10 gauge plate at the hatch side of the shell, aligned with the handrail attachment points, to assure secure handrail mounting.
    b. Design handrail attachment system to support the weight of a person (250 pounds) sitting on it without any deflection and damage to the handrail, cab panel and the shell.

12. All cab materials shall conform to the code prescribed flame spread rating and smoke development requirements.

13. Cab Fabrication and Installation
    a. Maintain accurate relation of planes and angles with hairline fit of contacting panels
and/or surfaces.

b. Any shadow gaps (reveals) between panels shall be consistent and uniform.
c. Unless otherwise specified or shown on the drawings, for work exposed to view use concealed fasteners.
d. Maximum exposed edge radius at corner bends shall be 1/16". There shall be no visible grain difference at the bends.
e. Form the work to the required shapes and sizes with smooth and even curves, lines and angles. Provide necessary brackets, spacers and blocking material for assembly of the cab.
f. Interior cab surfaces shall be flat and free of bow or oil canning. The maximum overall deviation between the low and high points of 24" x 24" panel section shall not exceed 1/32".
g. Make weights of connections and accessories adequate to safely sustain and withstand stresses to which they will be subjected.
h. All steel work, except stainless steel materials, shall be painted with an approved coat of primer and one (1) coat of baked enamel or powder coat paint.

14. Provide a key switch in the elevator cab service cabinet for control of fan unit.
15. Provide necessary wiring and approved conduit to properly connect fan unit with power source and control key switch.

2.14 EMERGENCY LIGHTING / COMMUNICATIONS / SIGNALING

A. Battery Back-Up Emergency Lighting Fixture and Alarm

1. Provide a self-powered emergency light unit, consisting of a power pack unit, located on the car top.
2. Arrange two (2) of the cab light fixtures to operate as the emergency light system.
3. The power pack shall contain a nickel cadmium battery and a solid-state charger.
   a. Unit shall provide continuous illumination for at least four (4) hours and one (1) hour alarm bell operation.
   b. Where required by the application, the unit shall provide cab ventilation for a minimum of one (1) hour.
4. The operation shall be completely automatic upon failure of normal power supply.
5. Unit shall be connected to normal power supply for car lights and arranged to be energized at all times so it automatically recharges battery after use.

B. Common Alarm Bell

1. Provide a common alarm bell located in the elevator hoistway at the main floor lobbies.
2. The bell shall be configured to operate when the alarm or stop switch if elevator is activated, during both normal and battery back-up power conditions.

C. Central Exchange Communication System / Intercom (Traction Only)

1. Provide an ADA compatible, hands-free intercommunication system for all elevators for two-way, multi-path communication between the elevator car stations and master stations in machine room and fire control panel using a central exchange design system. System
shall comply with ASME A17.1-2013. Provide systems from Janus utilizing EMS series emergency telephone compatible of interfacing with EMS-5 series intercommunication system also to be provided.

2. System shall include:
   a. A car station actuation button in each elevator.
   b. A master station in each control room to communicate with the central and satellite monitor panels, and with each car within its group.
   c. A master station in the Fire Control Panel to communicate with all stations in the system.
   d. A master emergency responder station at the designated level in compliance with ASME A17.1, Rule 2.27.1.1.4.
   e. A master station in the security console at the main lobby adjacent to the turnstiles and/or where selected by the Owner.

3. The car station shall have a loudspeaker and a microphone to provide hands-free communication. The station shall be installed behind the car operating panel, front return.

4. Master stations shall include:
   a. Selector push buttons
   b. Annunciator lights for each connected station
   c. Speaker/microphone
   d. Volume control and function buttons.

5. Install one (1) master station in the remote monitoring panel with other master stations being the desk-mount type.

6. The master stations shall communicate with other master stations and any elevator in the group.

7. A call shall be placed from the elevator car station by pressing the emergency call button.
   a. This action shall cause the lamp in the corresponding button of all the designated master stations to flash and an intermittent tone to be heard.
   b. When the incoming call is answered, the flashing light shall go to a steady condition.
   c. Disconnection of a call is simply done by depressing the designated car button once.
   d. If a call request is placed during a conversation, it shall be indicated by a flashing light and short tone of every designated master station.
   e. When the original conversation is completed, the normal intermittent tone shall resume.

8. A master station shall be connected to any of its designated car stations by depressing the corresponding call button.
   a. The lamp in the button shall be illuminated while the button is depressed.
   b. In the car station an audible tone shall be emitted and immediate communication is established.
   c. The call shall be ended by depressing the button a second time, disconnecting the circuit.
   d. The master stations shall call any other master station by depressing the corresponding call button.
   e. The button shall lock in its down position and the lamp shall be lit with a steady light.
   f. At the called master station, a short tone shall be sent out and the lamp in the button
corresponding to the “calling” party shall be lit.
g. After the tone, immediate communication is established.
h. Emergency responder station shall be capable of overriding any other station.

9. On all non-called master stations, the lamps corresponding to the calling and called stations shall be illuminated as an indication that those stations are busy.
10. Provide all power supplies, wire, conduit, fittings, etc., for both systems.
11. Location of the stations, in the specified rooms or areas, shall be directed by the Owner.
12. The intercom system shall include the following features:
   a. Test button to verify audio circuit path.
   b. All call buttons to initiate a call to all cars in the systems.
   c. Priority button in the remote monitoring panel stations.
   d. Visual acknowledgment for the hearing impaired.

13. Provide a battery backup power supply and standby power for the intercom capable of providing sufficient power to operate the complete system for a minimum of four (4) hours.

   a. Provide all necessary wiring and interfacing between the elevator system and the Life Safety System as required.
   b. The Life Safety System speaker shall be furnished under Division 16.
   c. Provide emergency medical services signage (Star-of-Life) on selected elevator.

D. Emergency Telephone (Hydraulic Elevator)

1. Provide systems from Janus utilizing EMS series emergency telephone mounted integral to new car operating panel.

E. Seismic Operations and Equipment

1. Provide design, components and operation per governing Code and ASME A17.1. Provide dual counterweight derailment sensing wire(s) vertically on each side of the counterweight the entire height of travel. The counterweight frame shall be equipped with a minimum of four (4) derailment rings. A dual axis seismic switch shall be provided that will activate at no less than 0.15 times gravity in the vertical or horizontal directions. A minimum of one (1) floor mounted seismic switch shall be provided. Counterweight retainer plates must be bolted.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Inspection

1. Study the Contract Documents with regard to the work as specified and required so as to
2. Examine surface and conditions to which this work is to be attached or applied and notify the Owner in writing if conditions or surfaces are detrimental to the proper and expeditious installation of the work. Starting the work shall imply acceptance of the surfaces and conditions to perform the work as specified.

3. Verify, by measurements at the job site, dimensions affecting the work. Bring field dimensions which are at variance with those on the accepted shop drawings to the attention of the Owner. Obtain the decision regarding corrective measures before the start of fabrication of items affected.

4. Cooperate in the coordination and scheduling of the work of this section with the work of other sections so as not to delay job progress.

3.2 INSTALLATION / PROJECT PHASING

A. Installation

1. Install the elevator, using skilled personnel, in strict accordance with the final accepted shop drawings and other submittals.
2. Comply with the code, manufacturer’s instructions and recommendations.
3. Coordinate work with the work of other building functions for proper time and sequence to avoid delays and to ensure right-of-way of system. Use lines and levels to ensure dimensional coordination of the work.
4. Accurately examine and rigidly secure supporting elements within the hoistways to the encountered construction within the tolerance established.
5. Provide and install motor, switch, control, safety and maintenance and operating devices in strict accordance with the submitted wiring diagrams and applicable codes and regulations having jurisdiction.
6. Adjust guide rails to be plumb and parallel with a tolerance of 1/8” (plus or minus 1/16”)
7. Adjust rails so joints do not interfere with brackets or divider beams.
8. Examine entrances for plumb and alignment with guide rails.
9. Adjust door tracks and sheaves so that no metal-to-metal contact exists.
10. Reinforce hoistway fascias to allow not more than 1/2” of deflection.
11. Adjust elevator cab enclosure on platform plumb and align cab entrance with hoistway entrances. Adjust cab studiers and tighten fasteners.
12. Sound isolate cab enclosure from car structure. Allow no direct rigid connections between enclosure and car structure and between platform and car structure.
13. Isolate cab fan from canopy to minimize vibration and noise.
14. Remove oil, dirt and impurities and refurbish factory coating of rust-inhibitive paint to all exposed surfaces of struts, hanger supports, covers, fascias, toe guards, dust covers and other ferrous metal.
15. Pre-hang traveling cables for at least 24 hours with ends suitably weighted to eliminate twisting after installation.
16. Paint machine room and pit floors deck gray.

3.3 FIELD QUALITY CONTROL

A. Inspection and Testing

1. Upon completion of each work phase or individual elevator specified herein, the Contractor
shall, at its own expense, arrange and assist with inspection and testing as may be required by the A.H.J. in order to secure a Certificate of Operation from the State of California DOSH-ERT (Elevator Division).

B. Substantial Completion

1. The work shall be deemed “Substantially Complete” for an individual unit or group of units when, in the opinion of the Consultant, the unit is complete, such that there are no material and substantial variations from the Contract Documents, and the unit is fit for its intended purpose.

2. Governing authority testing shall be completed and approved in conjunction with inspection for operation of the unit; a certificate of operation or other required documentation issued; and remaining items mandated for final acceptance completion are limited to minor punch list work not incorporating any life safety deficiencies.

3. The issuance of a substantial completion notification shall not relieve the Contractor from its obligations hereunder to complete the work.

4. Final completion cannot be achieved until all deliverables, including but not limited to training, spare parts, manuals, and other documentation requirements, have been completed.

C. Contractor’s Superintendent

1. The Contractor shall assign a competent project superintendent during the work progress and any necessary assistant, all satisfactory to the Owner. The superintendent shall represent the Contractor and all instructions given to him shall be as binding as if given to the Contractor.

3.4 PROTECTION / CLEANING

A. Protection and Cleaning

1. Adequately protect surfaces against accumulation of paint, mortar, mastic and disfiguration or discoloration and damage during shipment and installation.

2. Upon completion, thoroughly clean down each hoistway including all equipment and surfaces.

3. Remove protection from finished surfaces and thoroughly clean and polish surfaces with due regard to the type of material. Work shall be free from discoloration, scratches, dents and other surface defects.

4. The finished installation shall be free of defects.

5. Before final completion and acceptance, repair and/or replace defective work, to the satisfaction of the Owner, at no additional cost.

6. Remove tools, equipment and surplus materials from the site.

7. Immediately following the state inspection of the last elevator, thoroughly clean down the entire hoistways including, but not limited to, beams, ledges, recesses, doors, frames, supports, door locks, fascia, car tops, sheaves, rails and pit equipment.

B. Barricades and Hoistway Screening

1. The Contractor shall provide barricades where necessary in order to maintain adequate protection of areas in which work specified by the Contract Documents is being performed,
including open hoistway entrances. Fabrication and erection as all barricades shall be in compliance with applicable OSHA regulations.

2. As required, the Contractor shall provide permanent wire mesh screening in the hoistway and between any areas where undergoing elevator work specified in the Contract Documents. This screening shall be installed in such a manner as to completely segregate the hoistway from that of existing basement machine room. Screening shall be constructed from .041” diameter wire in a pattern that rejects passage of a 1” diameter ball.

3.5 DEMONSTRATION

A. Performance and Operating Requirements

1. Passenger elevators shall be adjusted to meet the following performance requirements:

   a. Speed: Within 3% of rated speed under any loading condition.
   b. Leveling: Within 1/4” under any loading condition.
   c. Typical Floor-to-Floor Time (recorded from the time the doors start to close on one floor until they are 3/4 open at the next floor):

      Passenger Elevators

      Time based on various floor heights and industry standards.

   d. Door Operating Times

      | Door Type                 | Opening       | Closing      |
      |----------------------------|---------------|--------------|
      | 3'-6” single speed side opening | 1.8 seconds  | 2.7 seconds  |
      | 3'-6” two speed side opening   | 2.2 seconds  | 2.9 seconds  |

   e. Door dwell time for hall calls: 5.0 sec with Advance lantern signals
   f. Door dwell time for car calls: 5.0 seconds
   g. Reduced non-interference dwell time: 1.0 second

2. Maintain the following ride quality requirements for the passenger elevators:

   a. Noise levels inside the car shall not exceed the following:

   b. Car at rest with doors closed and fan off - 40 dBA.
   c. Car at rest with doors closed, fan running - 55 dBA.
   d. Car running at high speed, fan off - 50 dBA.
   e. Door in operation - 60 dBA.
   f. Vertical and horizontal accelerations shall not exceed 14 milli-g.

      1) The accelerometer used for this testing shall be capable of measuring and recording acceleration to nearest 0.01 m/s² (1 milli-g) in the range of 0-2 m/s² over a frequency range from 0-80 Hz with ISO 8041 filter weights applied. Accelerometer should provide contact with the floor similar to foot pressure, 60 kPA (8.7psi).
      2) Amplitude of acceleration and deceleration shall not exceed 4.0 ft/sec².
      3) A sustained jerk shall not be more than twice the acceleration.
4) The rate of change in the acceleration/deceleration rate shall not be greater than 8.0 ft/sec$^3$.

B. Acceptance Testing

1. Comply with the requirements of Division 01.

   a. The Contractor shall provide at least five (5) days prior written notice to the Owner and Consultant regarding the exact date on which work specified in the Contract Documents will reach completion on any single unit of vertical transportation equipment.

   b. In addition to conducting whatever testing procedures may be required by local inspecting authorities in order to gain approval of the completed work, and before seeking approval of said work by the Owner, the Contractor shall perform certain other tests in the presence of the Consultant.

   c. The Contractor shall provide test instruments, test weights, and qualified field labor as required to safely operate the unit under load conditions that vary from empty to full rated load and, in so doing, to successfully demonstrate compliance with applicable performance standards set forth in the project specifications with regard to:

   1) Operation of safety devices.
   2) Sustained high-speed velocity of the elevator in either direction of travel.
   3) Brake-to-brake running time and floor-to-floor time between adjacent floors.
   4) Floor leveling accuracy.
   5) Door opening/closing and dwell times.
   6) Ride quality inside the elevator car.
   7) Communication system.
   8) Load settings at which anti-nuisance, load dispatch, and load non-stop features are activated.

   d. Upon completion of work specified in the Contract Documents on the last car in any group of elevators, and in conjunction with the aforementioned testing procedures, the Contractor shall carry out additional testing of group dispatch/supervisory control features in the presence of the Consultant.

   e. The Contractor shall provide test instruments and qualified field labor as required to successfully demonstrate:

   1) The back-up operating mode for group dispatch failure
   2) Simulated and actual emergency power operation
   3) Firefighter, attendant and independent service operations
   4) Restricted access security features and card reader controls
   5) Zoning operations and floor parking assignments
   6) Up/down peak operation

   f. After-hour tests of systems, such as emergency generators, Fire Service, and security systems, shall be conducted at no extra cost to the Owner.

END OF SPECIFICATION
DIVISION 01 – SUPPLEMENTARY GENERAL CONDITIONS

1.1 DEFINITIONS

A. The term “OWNER,” as used herein, refers to Laney College, 900 Fallon Street, Oakland, CA.

B. The term “CONSULTANT,” as used herein, refers to VDA® (Van Deusen & Associates), 1388 Sutter Street, Suite 920, San Francisco, CA 94109.

C. The term “CONTRACT” OR “CONTRACT DOCUMENTS,” as used herein, consists of the Agreement, Bidding Information, Conditions of Contract, Specifications and includes any Alternates or Addenda issued during the bidding period.

D. The term “CONTRACTOR” OR “ELEVATOR CONTRACTOR,” as used herein, refers to any persons, partners, firm or corporation having a contract with the Owner to furnish labor and materials for the execution of the work herein described.

E. The term “SUBCONTRACTOR,” as used herein, refers to any persons, partners, firm or corporation having materials and/or labor for the execution of the work herein described.

1.2 CONSULTANTS STATUS

A. The Consultant shall act as a representative of the Owner on matters pertaining to technical work covered in the Specifications. The Consultant shall interpret the Contract Documents for technical requirements, approve shop drawings, conduct periodical examinations of the work in progress, and perform final evaluations of all completed work specified by the Contract Documents prior to acceptance by the Owner.

1.3 PROGRESS OF WORK

A. Upon signing of the contract, the Contractor shall submit, within two weeks, a complete starting and completion schedule, including equipment delivery dates based on the information submitted on the bid form and confirmed delivery dates for selected materials, components, fixtures and cab enclosures as applicable to the project.

B. The Contractor shall submit in writing the following information to the Owner throughout the construction or modernization period:

1. A completion schedule, including equipment delivery times and anticipated completion dates for each project work phase.
2. A schedule of values to be used for itemized progress payments (material and labor itemized breakdown).
3. A progress report with submission of each payment request, or upon request of the Consultant, showing the progress being made and the percentage of the job completed and shall certify to the Owner that labor and materials listed on the request for payment have been performed or installed.
1.4 PAYMENT WITHHELD

A. The Consultant, Owner and/or Owner’s Designee may withhold approval for payment on any request to such extent as may be necessary to protect the Owner from loss on account of:

1. Negligence on the part of the Contractor to execute the work properly or failure to perform any provisions of the contract. The Owner, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost from the overall contract sum provided. However, the Consultant shall approve such action and the amount paid by the Owner and charged against the Contractor.

2. Claims filed or reasonable evidence indicating probable filing of claims.

3. Failure of Contractor to make payments properly to subcontractors for material and labor.

4. A reasonable doubt that the contract can be completed for the balance then unpaid.

5. Damage to the building or another Contractor.

B. When the above grounds are removed to the Owner’s satisfaction, payment shall be made for amount withheld because of them.

1.5 LIENS AND AFFIDAVITS

A. Neither the final payment nor any part of the retained percentage shall become due until the Contractor has delivered to the Owner lien waivers for all labor and materials for which a lien could be filed arising out of this contract or any subcontracts. In addition, the Contractor shall furnish an affidavit to the Owner that the Contractor has delivered all lien waivers for labor and materials for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorneys’ fees.

1. Monthly partial releases shall be required with payment requests.

1.6 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND

A. At Owner’s option, the Contractor may be asked for a bond covering the faithful performance of the contract and the payment of all obligations arising thereunder. Such Bonds, in the absence of notice hereafter provided, shall be obtained by the Contractor and the premium for such Bonds will be paid by the Owner. The Contractor agrees to furnish to the Owner’s authorized insurance representative, complete and detailed financial information required for the issuance of such Bonds, also, a completed and signed Application for Bond, without deletions, on Surety’s form, chosen by the Owner. The Contractor also agrees to comply with any other reasonable requests of the surety so that Bonds may be issued. All information submitted by the Contractor shall be considered privileged information and therefore kept as confidential as possible. This information will be used only in connection with securing said bonds for this project.

B. Upon notice to the Contractor, prior to the signing of the contract, or within 60 days thereafter, the Owner shall have the right to require the Contractor to obtain the aforementioned Bonds, at prevailing rates, with surety acceptable to the Owner. The Contractor shall have fifteen (15) days from date of notice to obtain and furnish such Bonds.
1.7 PENALTY

A. It is mutually agreed a penalty of $500 per calendar day will be incurred by the Elevator Contractor if all work included in this contract is not completed and elevator is not placed in operation within thirty (30) calendar days from the completion date for each elevator indicated by the Contractor in the bidding documents.

B. This Agreement is subject to contract provisions as set forth in the Bidding Specifications and Contract Document.

C. “Extension of Time” as used herein shall be the time as may be approved or otherwise acknowledged by the Purchaser, which is greater than the contracted completion date or dates due to the following:
   1. Cause is beyond the Contractor’s reasonable control and arises without the Contractor’s fault.
   2. Cause arises after the execution of the Contract and neither was nor could have been anticipated by reasonable investigation before the execution of the Contract.
   3. Cause is a direct result of Purchaser’s action and/or failure of Purchaser to provide or otherwise perform associated work requirements in accordance with the Contract. The period of any extension of time shall be only that which is necessary to make up the time actually lost.

1.8 EQUAL OPPORTUNITY

A. The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or age.

1.9 ERRORS AND OMISSIONS

A. Contractor shall notify Consultant in writing regarding any necessary items which may have been omitted from the specifications or drawings or both, and any irregularities, discrepancies or duplications between drawings and specifications according to the evident intent. In case of such errors or omissions, the Contractor shall not proceed with the work in uncertainty but shall consult the Consultant, regarding proper intent, and revision, if necessary.
B. Any duplication of work specified in two or more Sections shall require the Contractor to provide the Work so specified without extra or additional charge to the Owner. Such duplication, if any, is not intended.

C. In any conflict with Contract Documents, requirements for the more expensive work shall govern.

D. Where a job condition arises and detail drawings do not show the intent, the Contractor shall review with the Consultant to determine the manner of doing the Work, so that aesthetic effect is not compromised.

1.10 INTERPRETATIONS IN WRITING

A. Neither the price bid for the work of the Contract nor the contract sum, shall be based in any manner upon oral opinions or real or alleged instructions of an oral nature, regardless of whether such opinions or instructions are expressed by the Owner, the Consultant, the Contractor, or agents or representatives of any of them.

B. These provisions do not intend to deny normal discussion, recommendations, explanations, suggestions, approvals, rejections, and similar activity in pursuit of the work of the project on an oral basis, such as job conferences and otherwise at the site. In such instances of the written minutes, correspondences, shop drawing records, written field orders and other written data shall govern over personal claims regarding statement made contrary to the written data.

C. Interpretations of contract documents, to be effective for claim purposes or for justification as to proper procedure in performing the work, must be obtained in writing before such claim is made or such work begun.

1.11 PREVAILING DOCUMENTS

A. In the event there is a conflict between the bid specifications, a form of agreement, a supplemental rider or addendum issued prior to the contract execution; and, no request for interpretation is submitted by the Contractor, the most stringent requirement, as confirmed by the Purchaser, (Owners’ Designee), shall prevail.

B. Under no circumstance shall the Contractor modify or supplement the agreement documents without the express and written approval of the Purchaser, (Owner Designee).

C. The Purchaser, (Owner Designee), shall retain the right to supercede contingencies prior to the execution of the contract; and, such changes or variances in scope of work shall be reviewed by the Contractor for acceptance approval accordingly.
1.12 CONTRACT RIDER

A. To the extent that any provision of the Owner provided purchase order or rider is inconsistent with the provisions specified to which it is attached, the requirements and relative provisions of this purchase order or rider shall prevail.

1.13 CONTRACTOR’S INSURANCE

A. The Contractor shall maintain during the life of this contract, Worker’s Compensation Insurance, with statutory limits no less than limits listed below.

B. The Contractor shall maintain a Comprehensive General Liability policy including Completed Operations, Bodily Injury, Property Damage, Personal Injury, General Aggregate, “Per Project,” blanket contractual, broad form property damage, and Owner’s and Contractor’s protective liability, with an insurance company, Licensed, Admitted (Surplus Lines licensed carrier, not acceptable) with an A.M. Best’s rating of no less than “A-, size VII” rating and acceptable to the Owner; which, insurance shall fully protect the Contractor, any Subcontractor performing the work covered by this contract, the Owner, Owner’s Representatives, Owner’s Designee and the Consultant for all loss.

C. Insurance: Contractor shall not commence work under this contract until it has obtained all insurance required hereunder and certificate of such insurance has been filed with and approved by Owner. The Contractor shall provide and maintain until the work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as follows:

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>WORKER’S COMPENSATION</td>
<td>STATUTORY</td>
</tr>
<tr>
<td>EMPLOYER’S LIABILITY</td>
<td>Bodily Injury by Accident:</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each accident.</td>
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<tr>
<td></td>
<td>Bodily Injury by Disease:</td>
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<tr>
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<td>$1,000,000 each employee.</td>
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<tr>
<td></td>
<td>Bodily Injury by Disease:</td>
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<td>$1,000,000 policy limit.</td>
</tr>
<tr>
<td>COMPREHENSIVE GENERAL LIABILITY</td>
<td>$5,000,000 Including:</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury, Property Damage,</td>
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<td></td>
<td>Personal Injury and contractual liability.</td>
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</tbody>
</table>

Policy will also include Owner and VDA (Van Deusen & Associates), as an Additional Insured with respect to this contract and work performed by Contractor on behalf of Owner.

Notice of cancellation or Non Renewal will be provided to Owner giving 30 days notice in writing (10) day notice for non Payment of Premium).
• COMPREHENSIVE AUTOMOBILE LIABILITY

  o BODILY INJURY $1,000,000 EACH PERSON
    $1,000,000 EACH OCCURRENCE
  o PROPERTY DAMAGE $1,000,000 EACH OCCURRENCE

D. Contractor shall file with Owner a Certificate of Insurance with evidence of above insurance requirements prior to any work being performed.

1.14 PROPERTY INSURANCE

A. The Owner’s insurance policy covers work and equipment included in place in the building, and approved and accepted by the Consultant and the Owner. All material and equipment stored on the premises and not actually installed as accepted complete is not included in the Owner’s policy and such material and equipment shall be included in the Contractor’s Property Damage Insurance.

1.15 TAXES, OLD-AGE PENSIONS AND UNEMPLOYMENT INSURANCE

A. All bids for work to be done and materials and equipment to be furnished on the job, are to include all local, state and federal occupational and sales taxes, luxury taxes, excise taxes, federal and state old-age pensions and unemployment insurance contributions, and any other similar taxes and contributions in effect at the time of the signing of the contract. The Elevator Contractor shall be liable for the aforementioned taxes. In the event additional sales or use taxes not in effect at time of the signing of the contract, are imposed after the signing of the contract, these are to be paid, in addition to the original contract amount, by the Owner to the Elevator Contractor, who in turn is to pay them to the proper authorities. Reciprocally, if any of the above mentioned taxes or contributions in effect at the time of the signing of the contract should be revoked before the consummation of the contract, the Elevator Contractor shall rebate to the Owner the amount of the taxes included in the original contract. Where demanded by the law, the amount of the taxes is to be specifically stated in the Elevator Contractor’s proposal, but failing to do so will not relieve the Elevator Contractor from responsibility for the assumption of these taxes.

1.16 LABOR LAWS

A. The Contractor performing work under this contract shall comply with applicable provisions of all federal, state and local labor laws.

1.17 ASSIGNMENTS

A. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Elevator Contractor assign any payment due them or to become due to them hereunder without the previous written consent of the Owner.
1.18 ACCIDENT REPORTS

A. In the event of accidents of any kind, the Contractor shall immediately notify the Owner, Designee and Consultant. Written reports shall be sent within twenty-four (24) hours and at the same time that they are forwarded to any other parties.

1.19 ADVERTISING

A. Advertising privileges shall be retained by the Owner. It shall be the duty of the Contractor to keep the job site free of posters, signs, and/or decorations. Contractor’s logo shall not appear on faceplates or entrance sills.

END OF SUPPLEMENTARY GENERAL CONDITIONS