#### **CONTRACT DOCUMENTS**

**FOR** 



Project located at 1636 E. Mission Road Fallbrook, CA 92028

District Administration located at 138 S. Brandon Rd. Fallbrook, CA 92028

(October 2024)

### **BOARD OF DIRECTORS**

Bill Leach, Chair

**Jennifer Jeffries** 

**Barbara Mroz** 

**Howard Salmon** 

**Chief Executive Officer** 

Rachel Mason

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#### **PART I - PROCEDURAL DOCUMENTS**

### SECTION 1 - NOTICE INVITING SEALED PROPOSALS (BIDS)

### FALLBROOK REGIONAL HEALTH DISTRICT FALLBROOK, CALIFORNIA

### THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION RD, FALLBROOK, CALIFORNIA 92028

NOTICE IS HEREBY GIVEN that the Board of Directors of the FALLBROOK REGIONAL HEALTH DISTRICT (referred to herein as "District") invites and will receive sealed proposals (bids) up to the hour of 3:30 p.m. on December 11, 2024, for furnishing to said District all transportation, materials (except as otherwise provided for in the Contract Documents), equipment, labor, services, and supplies necessary to perform the RESTROOMS, PREP ROOM, AND STORAGE ROOM REMODEL LOCATED AT1636 E. MISSION RD, FALLBROOK, CALIFORNIA.

Bids will be opened and read aloud at the Fallbrook Regional Health District located at 138 S. Brandon Road, Fallbrook, California 92028.

Bids shall conform and be responsive to all requirements specified in the Contract Documents for the project and must be accompanied by the security referred to in those documents. The Board of Directors of the District reserves the right to select the schedule(s) under which the bids are to be compared and Contract awarded, to reject any and all bids, and to waive any irregularity in any bid. The District may make changes in the Contract to comply with environmental regulations.

Copies of the Contract Documents may be obtained electronically on the District's website <a href="https://www.fallbrookhealth.org/rfps-bids">https://www.fallbrookhealth.org/rfps-bids</a> or may be obtained at the District office upon a \$20.00 non-refundable payment for each set. An additional charge of \$7.00 must accompany any request for mailing.

Each bid shall be submitted on a form furnished as part of the Contract Documents and must be accompanied by cash, a cashier's check made payable to the District, a certified check, or a Bidder's bond executed by a surety insurer admitted to do business in this state, in an amount not less than ten percent (10%) of the bid amount, made payable to or for the benefit of the District.

Bidders on this work will be required to comply with California Government Code Sections 12900 et seq., California Labor Code Sections 1771.4 and 1777.6 and implementing regulations concerning equal opportunity for apprentices, and with the requirements for payment of prevailing wage rates. Copies of the prevailing rate of per diem wages are on file at the District Office and are available upon request. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("D.I.R.").

Contractor may substitute securities equivalent to the amount withheld by the District from progress payments to ensure performance of the Contract pursuant to provisions of Public Contract Code Section 22300 et seq.

Bidders and any and all subcontractors shall be required at the time of submission of the bid to be licensed as a contractor by the State of California to do the type of work required under the Contract Documents and be registered with the Department of Industrial Relations (D.I.R.), per California Labor Code 1771.1.

### **SECTION 2 - INFORMATION FOR BIDDERS**

Bids will be received by FALLBROOK REGIONAL HEALTH DISTRICT at the District Office, 138 S. Brandon Road, Fallbrook California, until 3:30 p.m. on December 11, 2024 and then publicly opened and read aloud.

Bids must be submitted in sealed envelopes addressed to the District CEO at the above address. Each sealed envelope containing a bid must be plainly marked on the outside as **THE MULTIPURPOSE ROOM**, **RESTROOMS**, **PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION RD**, **FALLBROOK**, **CALIFORNIA** and the envelope should bear on the outside the name of the Bidder, his address, and his license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the District CEO at the above address. The bid must be received at the District Office before 3:30 p.m. on December 11, 2024.

All bids must be made on the Proposal and Bid Schedules included in the Contract Documents, all blank spaces for bid prices must be filled in, and the bid schedules must be fully completed and executed in ink or type written. Only one copy of the Proposal and Bid Schedules is required.

District may waive any informalities or irregularities in bid documents and may reject any and all bids. A bidder may withdraw the bid by a signed written request any time prior to the day and hour for receiving bids designated in the Invitation to Bid. Any bid received after the time and date and hour specified for receipt of bids shall not be considered. The withdrawal of a bid does not prejudice the right of a bidder to file a new bid so long as the bid is delivered as set forth in the Invitation to Bid prior to the closing time specified for receipt of all bids. Except as provided above, no Bidder may withdraw a bid within forty-five (45) days of the opening of bids. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by agreement between District and Bidders. A request to withdraw a bid for bidding error will be permitted only as permitted in accordance with Public Contract Code Section 5100, et seq., regarding relief of bidders.

Bidders must satisfy themselves of the character of the work to be performed by examination of the site and review of the drawings and specifications, including addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the work to be done.

To the extent quantities are set forth in the bid schedule they are estimates of the amount of materials and equipment to be furnished and the work to be performed. District does not represent, expressly or by implication, that the actual amount of work to be performed or material or equipment to be furnished under the Contract will correspond to the estimated quantities. Contractor should include provisions in his bid for all supplemental and related equipment, material, supervision, labor, traffic control, signing, and other items necessary to perform the work of improvement.

District shall provide to bidders, upon request prior to bidding, all information which is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of District, or any other person shall not affect the risks or obligations assumed by Contractor or relieve him from fulfilling any of the conditions of the Contract Documents.

As soon as the bids have been opened, District will return the security or bonds of all but the three (3) lowest responsible bidders. When the Contract is executed, the security or bonds of the two remaining unsuccessful bidders will be returned. The security of all unsuccessful bidders will be

returned by District no later than sixty (60) days following the date of award of the Contract by the Board of Directors.

Bonds and insurance certificates shall be furnished on the forms provided in the Contract Documents. All sureties and insurers must be companies authorized to do business in the State of California. The insurance company selected shall have at least an "A-V" rating in the most recent Best's Key Rating Guide.

A labor and material payment bond and a contract performance bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by District, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign bid bonds or labor and material payment bonds and contract performance bonds must file with each bond a certified and effective dated copy of their power of attorney-in-fact.

The party to whom the Contract is awarded will be required to execute the Agreement and submit the Labor and Material Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Agreement, the District may, at its option, consider Bidder in default in which case the Bid Bond accompanying the Proposal will become property of the District.

Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude District from seeking all other remedies provided by law to recover losses sustained as a result of Contractor's failure to execute a written Agreement to perform the work at his bid price.

District, within ten (10) days of receipt of acceptable Labor and Material Payment Bond, Contract Performance Bond, Insurance Certificates, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should District not execute the Agreement within such period, Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by District.

The Notice to Proceed shall be issued within ten (10) days of execution of the Agreement by District. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between District and Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, Contractor may terminate the Agreement without further liability on the part of either party.

District may make such investigations as it deems necessary to determine the ability of Bidder to perform the work, and Bidder shall furnish to District all such information and data for this purpose as District may request. District reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder fails to satisfy District that such Bidder is properly qualified to carry out the obligations of the Agreement, and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted.

Award, if made, will be made to the lowest responsive and responsible Bidder, as determined by District.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his bid.

All Bidders shall supply with their bids the names and addresses of all entities who will be performing more than one-half (½) of one percent (1%) of the total project Bid, or Ten Thousand Dollars (\$10,000), whichever is greater.

Any party awarded a bid for all or a portion of the work of improvement shall keep and maintain all records of the work, including but not limited to accounting records and plans, for a period of three (3) calendar years after the acceptance of the work by District.

Payment shall be based on a percentage of inspected work completed with respect to the bid amount. Verification of quantities, hours, etc. shall be submitted with request for payment.

In the event extra work beyond the requirements of the bid is required in writing by District, a Change Order shall be mutually executed for provision of additional materials, labor or equipment.

Payment for additional materials, labor, and equipment in any Change Order shall be made at the unit price set forth in his bid, unless the Contractor can show a change of circumstances requiring a modification of such unit prices and will be presented for approval by the District Board of Directors. No work under the Change Order shall be commenced until the Change Order has been approved in writing by District.

Bidders on this work will be required to comply with California Government Code Sections 12900 et seq., California Labor Code Sections 1777.5, 1777.6, and implementing regulations concerning equal opportunity for apprentices.

Bidders on this work shall be required to comply with Labor Code Sections 1771, 1771.1, 1771.4, and 1776, and bidders are subject to the penalties of Labor Code Section 1775. Copies of the prevailing rate of per diem wages are on file at the District Office and are available upon request. This project is subject to compliance monitoring by the California Department of Industrial Relations ("D.I.R").

The successful bidder shall be subject to the provisions of Labor Code Section 1727 et seq., requiring the awarding body to withhold and retain from payments to the Contractor wages and penalties which have been forfeited pursuant to any stipulation in a contract for public work and providing for resolutions of any dispute.

In the event the contract work includes excavations in excess of five feet (5') in depth, Contractor shall obtain all permits and approvals of the California Division of Occupational Safety and Health and any other agencies having jurisdiction over sheeting, shoring and bracing for excavations.

No contract for public works involving an estimated expenditure in excess of Twenty-Five Thousand Dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by Contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees. The terms "public

works" and "awarding body" as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.

All Bidders must possess the following licenses: B

An on-site Bidders Conference / Site Inspection is scheduled for 11:00 a.m. on November 19, 2024.

Rachel Mason, the District CEO may be contacted at 138 S. Brandon Road, Fallbrook, California telephone number (760) 731-9187 e-mail address: <a href="mailto:RMASON@FALLBROOKHEALTH.ORG">RMASON@FALLBROOKHEALTH.ORG</a>

### **SECTION 3 - PROPOSAL**

### FALLBROOK REGIONAL HEALTH DISTRICT FALLBROOK, CALIFORNIA

THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA 92028

NAME OF BIDDER:
BUSINESS ADDRESS:
PHONE NUMBER:
FAX NUMBER:
D.I.R. NUMBER:

TO THE BOARD OF DIRECTORS OF THE FALLBROOK REGIONAL HEALTH DISTRICT:

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the othe documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Contract, and the cost of the
work at the place where the work is to be done, hereby proposes and agrees to perform within the
time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials (except as otherwise provided for in the Contract Documents), tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the performance of said work, all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Numbers,, and, and on file in the District Office.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the Proposal is accepted, that he will execute a Contract with District in the form set forth in the Contract Documents; and that he will accept in full payment thereof the prices set forth in the Bid Schedules contained in Part I of these Contract Documents (Procedural Documents) and made part hereof by reference.

## FALLBROOK REGIONAL HEALTH DISTRICT FALLBROOK, CALIFORNIA

# THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA 92028

#### **BID FORM**

Each bidder offering a proposal must be familiar with all requirements necessary to complete the repair outlined and agrees to utilize manufacture approved installers where applicable.

The undersigned bidder hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities and communication for the project detailed herein.

The Base Bid amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable taxes. Permits shall be obtained by Contractor; client will reimburse contractor for actual permit costs.

Bidder shall hold all pricing for ninety (90) calendar days after bidding due date. Client reserves the right to adjust by change order the actual quantity of each unit item utilizing the quoted unit prices as follows:

### THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL:

1636 E. MISSION RD	., FALLBROOK, CA	\$	Lump Sum
Project Total:		\$	Lump Sum
Proposed Start Date:	Within 10 days of receipt of executificates.	cuted contract,	bonds and insurance
Proposed Duration:	30 – 60 days		
Bidder Name:			-
Bidder Signature:			-
Company Name:			-
Date:			_

In accordance with Section 4104 of the California Public Contracts Code, Contractor shall furnish, in the spaces below, the name and the location of the place of business of each subcontractor who will perform work for the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total bid or Ten Thousand Dollars (\$10,000), whichever is greater.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

DIVISION OF WORK OR TRADE	SUBCONTRACTOR LICENSE CLASSIFICATION AND LICENSE NUMBER	ADDRESS OF MILL, SHOP OR OFFICE/DIR NUMBER
The name of all persons inte	rested in the foregoing Proposals	as principals are as follows:
Signature of Bidder:		
Dated:, 2	2024.	

NOTE: If Bidder is a corporation, the legal name of the corporation and the names of the President, Secretary, Treasurer, and Manager thereof shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation, and corporate seal; if Bidder is a co-partnership, the true name of the firm and all individual co-partners composing the firm shall be set forth above, together with the signature of the partner(s) authorized to sign the Contract on behalf of the co-partnership; if a special partnership, the names of the general partners and special partners shall be set forth above, together with the signature of the partner(s) authorized to sign the Contract on behalf of the special partnership; and if Bidder is an individual, his full legal name and signature shall be set forth above.

### **DECLARATION OF BIDDER**

	alifornia as a Class	Contract	ctor, License No.	Business and Professions
I declare under penalty	y of perjury that the	foregoing is tru	ie and correct and	I that this declaration was
Company Name:				
Signature of Bidder:				
Title:				

### **NONCOLLUSION AFFIDAVIT**

### (TO BE EXECUTED BY BIDDER, NOTARIZED, AND SUBMITTED WITH BID)

	, being duly sworn, deposes and says
that he or she is	
	, the party making the
foregoing bid, that the bid is not made in the	interest of, or on behalf of any undisclosed person
partnership, company, association, organizati	on, or corporation; that the bid is genuine and no
collusive or sham; that the Bidder has not direct	ctly or indirectly induced or solicited any other Bidder
to put in a false or sham bid, and has not di	rectly 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
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	the Bidder or any other Bidder, or to fix any overhead
profit, or cost element of the bid price, or of the	nat of any other Bidder, or to secure any advantage
against the public body awarding the Contract	of anyone interested in the proposed Contract; that
all statements contained in the bid are true; and	d further, that the Bidder has not, directly or indirectly
submitted his or her bid price or any break	down thereof, or the contents thereof, or divulged
information or data relative thereto, or paid, and	d will not pay any fee to any corporation, partnership
company, association, organization, bid depos	sitory, or to any member or agent thereof, to effect a
collusive or sham bid.	
Company Name:	
· ·	<del></del>
Signature of Bidder:	
Title:	
Dated:	, 2024.

THIS FORM MUST BE NOTARIZED. ATTACH NOTARY ACKNOWLEDGMENT.

### IMPORTANT

### Contractor Public Agency Reference Sheet

All contractors bidding on projects for the FALLBROOK REGIONAL HEALTH DISTRICT who have not been awarded a project with the District within the last year, are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder.

List all projects in chronological order from the most recent project, even if not completed, going

federal agencies.
Name of Project:
Location of Project:
Amount of Contract:
Duration in Months:
Awarding Agency:
Awarding Agency Address:
Awarding Agency Phone Number (include area code):
Awarding Agency Project Liaison Manager:
Name of Project:
Location of Project:
Amount of Contract:
Duration in Months:
Awarding Agency:
Awarding Agency Address:
Awarding Agency Phone Number (include area code):
Awarding Agency Project Liaison Manager:

Name of Project:
Location of Project:
Amount of Contract:
Duration in Months:
Awarding Agency:
Awarding Agency Address:
Awarding Agency Phone Number (include area code):
Awarding Agency Project Liaison Manager:
Name of Project:
Location of Project:
Amount of Contract:
Duration in Months:
Awarding Agency:
Awarding Agency Address:
Awarding Agency Phone Number (include area code):
Awarding Agency Project Liaison Manager:
Name of Project:
Location of Project:
Amount of Contract:
Duration in Months:
Awarding Agency:
Awarding Agency Address:
Awarding Agency Phone Number (include area code):
Awarding Agency Project Liaison Manager:

### ~ MUST BE SUBMITTED WITH BID - COPY FOR ADDITIONAL PAGES AS NEEDED ~

#### **SECTION 4 - AGREEMENT**

### THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA

THIS AGRE	EEMENT is made and entered int	o by and between the FALI	_BROOK REGIONAL
HEALTH DISTRIC	T, hereinafter referred to as "Dist	rict" and	
a corporation organ	nized and existing under the laws	of the State of	, a partnership
or joint venture con	sisting of		
or an individual tra	ding as		, in the City
of	, County of	, State of	
hereinafter referred	d to as "Contractor".		
WITNESSE as follows:	TH: That District and Contractor	r, for the consideration here	inafter named, agree

- (1) SCOPE OF WORK: Contractor will furnish all materials and will perform all of the work for THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA, in accordance with the Plans and Specifications and other Contract Documents therefor which are attached as Exhibit "A" to these Contract Documents.
- (2) TIME FOR COMPLETION: The work shall be completed within the times set forth in the Bid Form. District and Contractor have discussed the provisions of Civil Code Section 1671 and the damages which may be incurred by the District if the work is not completed within the time specified in this Agreement. District and Contractor hereby represent that at the time of signing of this Agreement, it is impractical and extremely difficult to fix the actual damage which will be incurred by District if the work is not completed within the number of calendar days allowed. Accordingly, District and Contractor agree that the sum of \$500.00 per day is a reasonable sum to assess as damages to District by reason of the failure of Contractor to complete the work within the time specified. For each day completion is delayed beyond the specified time, the Contractor shall forfeit and pay to the District \$500.00 per day which may be deducted from any payments due or to become due to the Contractor.
- (3) PRICE: Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$\\$ as shown in the Bid Schedule.
- (4) PAYMENTS: Monthly progress payments and the final payment will be made in accordance with Section 10 (Estimates and Payments) of the General Provisions. Contractor agrees to provide documentation satisfactory to District as provided for in the Special Provisions. The filing of the Notice of Completion by District shall be preceded by acceptance of the work made only by an action of the Board of Directors of the District in session. Contractor agrees that final payment will occur only after acceptance of the work.
- (5) COMPLIANCE WITH PUBLIC CONTRACT LAW: District is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this

Contract to the same extent as though set forth fully herein and will be complied with by Contractor.

(6)	CONTF followin		ne term "Contract Docu	ments" means and includes the
	a. b. c. d. e. f. gh. l. j. k. l. m. o.	Notice Inviting Sealed Information for Bidders Proposal (Bid) Agreement Payment Bond Contract Performance Certificates of Insurance Notice of Award Notice to Proceed Change Order Form General Provisions Special Provisions Special Provisions Specific Standards Bid Schedule and Drav Addenda: No, dated No, dated	Bond ce and Endorsements wings	, 2024. , 2024.
(7)	Californ	nia Business and Profes	ssions Code, Section f submission of the b	ets Code, Section 3300, and the 7059, Contractor certifies that id, and is now licensed as a
	action	of its Board of Directors		sident and Secretary of District nd Contractor has caused this
FALLBROO	OK REGI	ONAL HEALTH DISTRI	CT:	
Dated:		, 2024		
Ву:		(Chair)	-	
Attest:		(Secretary)	_	
				(Attorney for District)

CONTRACTOR:		
Dated:	, 2024	
By:(Signa	ature)	
(Offici	al Title)	
Contractor's Name:_		
Contractor's License	No.:	
License Expiration D	ate:	
Board. Any question	ns concerning a contractor in Business Park Drive, Sa California 95826).	d and regulated by the Contractor's State License may be referred to the Registrar, Contractor's State acramento, California (mailing address: P.O. Box
Ι,		, certify that I am the
of the Corporation na	med as Contractor in the fo	oregoing Contract; that
	who signe	ed the Contract on behalf of Contractor was then
	of said Corporati	on; and that said Contract was duly signed for and
in behalf of said Corp	oration by authority of its go	overning body and is within the scope of its corporate
powers.		
(\$	Signature)	
		(CORPORATE SEAL)

\*\*\*NOTE: Certification requires two principals. You may not certify your own signature.

### **SECTION 5 - BONDS**

NOW THEREFORE WA

#### 5-1 CONTRACT PAYMENT BOND (CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the FALLBROOK REGIONAL HEALTH DISTRIC	CT (referred to hereafter
as "District") has awarded to	,
(hereinafter designated as the "Contractor"), a Contract dated	, 2024, foi
work described as follows:	

### FALLBROOK REGIONAL HEALTH DISTRICT FALLBROOK, CALIFORNIA

## THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA

(hereinafter referred to as the "Public Work Contract"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Public Work Contract, providing that if said Contractor, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over by the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee if case is brought on the bond;

the undersianed

NOW, THEREFORE, We,	_, trie undersigned
Contractor, as Principal, and	, a
corporation organized and existing under the laws of the State of	
and duly authorized to transact business under the laws of the State of Califor	nia, as Surety, are
held and firmly bound unto the FALLBROOK REGIONAL HEALTH DISTRICT	and to any and all
material men, persons, companies, or corporations furnishing materials, provisi	ons, provender, or
other supplies used in, upon, for, or about the performance of said Public Wor	k, and all persons,
companies, or corporations renting or hiring teams, implements, or machinery, for	or or contributing to
said Public Work to be done, and all persons performing work or labor upon	the same, and all
persons supplying both work and materials as aforesaid, excepting the said Cor	itractor, in the sum
of	Dollars
(\$), said sum being not less than one hundred percent (	100%) of the total
amount payable by the said Obligee under the terms of said Public Work C payments well and truly to be made, we bind ourselves, our heirs, executors, a successors, and assigns, jointly and severally, firmly by these presents.	

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or its heirs, executors, administrators, successors, assigns, or any of his subcontractors fail to pay for any materials, provisions, provender or other supplies, teams, implements, or machinery used in, upon, for, or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his subcontractor(s) pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Sections 3247 thru 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in

an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorney's fee to be fixed by the court. In addition to the provisions herein above, it is agreed that this bond will inure to the benefit of any and all persons, companies, and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or additions to the terms of the said Public Work Contract, or to the work to be performed thereunder of the Specifications accompanying same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, the work, or the Specifications.

IN WITNESS WHEREOI 2024.	F, this document has been executed this day of	
Company Name:		
Signature of Principal:		
Ι,	CERTIFICATE AS TO CORPORATE PRINCIPAL , certify that I am the	of the Corporation
that I know his signature sealed, and attested for	, certify that I am thehe within bond; thate Principal, was thene, and his signature thereto is genuine; and that said and in behalf of said corporation by authority of its go	bond was duly signed,
Signature:		(CORPORATE
SEAL) ***NOTE: Certification	requires two principals. You may not certify your	own signature.
SURETY:		
By:(A	ttorney-in-Fact)	

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

THIS FORM MUST BE NOTARIZED. ATTACH NOTARY ACKNOWLEDGMENT.

The rate of premium on this bond is per thousand.					
The total amount of premium charged is \$ (The above must be filled in by co surety.)	rporate				
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located. THIS IS A REQUIRED FORM.					
Any claims under this bond may be addressed to:					
Name and address of Surety	<u> </u>				
Name and address of Agent or Representative for service of process in California, if different from above	<u> </u>				
Telephone number of Surety and Agent or Representative for service of process in California	<u> </u>				

#### KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the FALLBROOK REGIONAL HEALTH DISTRICT	(referred to hereafter
as "District") has awarded to	`
(hereinafter designated as the "Contractor"), a Contract dated	, 2024, for
work described as follows:	

### FALLBROOK REGIONAL HEALTH DISTRICT FALLBROOK, CALIFORNIA

### THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA

(hereinafter referred to as the "Public Work Contract"); and

WHEREAS, said Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guarantee thereof;

and to provide a bond both for the performance and guarantee thereof;	
NOW, THEREFORE, we,	, the undersigned
Contractor, as Principal, and	· · · · · · · · · · · · · · · · · · ·
a corporation organized and existing under the laws of the State of	
and duly authorized to transact business under the laws of the State of Californi	a, as Surety, are
held and firmly bound unto the FALLBROOK REGIONAL HEALTH DISTRIC	T in the sum of
	Dollars
(\$), said sum being not less than one hundred percent (10	00%) of the total
amount payable by the said Obligee under the terms of said Public Work Co	
payments well and truly to be made, we bind ourselves, our heirs, executors, ar	ıd administrators,
successors, and assigns, jointly and severally, firmly by these presents.	

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements of the said Public Work Contract, and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the guarantee of all materials and workmanship and indemnify and save harmless the Obligee, its officers, and agents as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorney's fee to be fixed by the court.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Public Work Contract or to the work to be performed thereunder of the Specifications accompanying same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, the work, or the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, the Principal and Surety shall be jointly and severally

liable for all of the Owner's costs and reasonable attorney's fees, whether or not litigation of arbitration is actually commenced to enforce the bond.
IN WITNESS WHEREOF, this document has been executed this day of, 2024.
Company Name:
Signature of Principal:
CERTIFICATE AS TO CORPORATE PRINCIPAL
I,, certify that I am theof the Corporation named as Principal to the within bond; that, who signed the said bond on behalf of the Principal, was then of said corporation that I know his signature, and his signature thereto is genuine; and that said bond was duly signed sealed, and attested for and in behalf of said corporation by authority of its governing board.
Signature:
SEAL) (CORPORATE
***NOTE: Certification requires two principals. You may not certify your own signature.
SURETY:
By:(Attorney-in-Fact)
NOTE: A copy of the power of attorney to local representatives of the bonding company must be

attached hereto.

THIS FORM MUST BE NOTARIZED. ATTACH NOTARY ACKNOWLEDGMENT.

The rate of premium on this bond is per thousand.	
The total amount of premium charged is \$ (The above must be filled in by corpora surety.)	ate
IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's mocurrent list (Circular 570, as amended) and be authorized to transact business in the state where to project is located. THIS IS A REQUIRED FORM.	
Any claims under this bond may be addressed to:	
Name and address of Surety	
Name and address of Agent or Representative for service of process in California, if different from above	
Telephone number of Surety and Agent or Representative for service of process in California	

#### **SECTION 6 - CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

Contractor shall not commence any work under the Contract Documents until he obtains, at his own expense, all required insurance as stipulated by District. The required insurance shall be provided by Contractor in conformance with the requirements of Section 9 of the General Provisions of these Contract Documents and includes the following:

Worker's Compensation Insurance Comprehensive General Liability Insurance Automobile Insurance

The insurance company or companies utilized by Contractor shall be authorized to transact business in the State of California and to issue policies in the amounts required in said Section 9 of the General Provisions of these Contract Documents. The general liability and automobile insurance carriers selected shall have at least an "A-V" rating in the most recent Best's Key Rating Guide. Insurance companies not meeting this rating requirement may be rejected at the discretion of District.

No substitutions or revisions to the certificates and endorsements which follow will be accepted. If the insurance called for is provided by more than one company, a separate certificate using the format presented, shall be provided for each company.

#### 6-1 WORKERS' COMPENSATION

#### CONTRACTOR'S CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

Description of Contract:

## FALLBROOK REGIONAL HEALTH DISTRICT FALLBROOK, CALIFORNIA

## THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA

Labor Code Section 3700:

Every employer except the State and all political subdivisions and institutions thereof shall assure the payment of compensation in one or more of the following ways;

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires 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.

Dated:	, 2024	ł.	
Company Name:			
Signature of Bidder:			
Title:			
			(SEAL)

In accordance with Article V (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the certificate of consent to self-insure must be signed and filed with the awarding body prior to performing any work under this Contract.

#### CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**Description of Contract:** 

## FALLBROOK REGIONAL HEALTH DISTRICT FALLBROOK, CALIFORNIA

### THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA

THIS IS TO CERTIFY that the following numbered policies have been issued by the below stated Company in conformance with the limits and requirements as set forth in Section 9-1 and 9-2 of the General Provisions.

The Company will give at least thirty (30) days' written notice by registered mail to District prior to any material change or cancellation of said policy or policies.

COMPANY	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	

Insurance provided by said policies comply in all respects as to coverage and limits of liability with the requirements of the Workers' Compensation Insurance Laws of the State of California.

#### 6-2 COMPREHENSIVE GENERAL LIABILITY

#### CONTRACTOR'S CERTIFICATE OF COMMERCIAL GENERAL LIABILITY INSURANCE

Description of Contract:

# FALLBROOK REGIONAL HEALTH DISTRICT FALLBROOK, CALIFORNIA

## THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION RD, FALLBROOK, CALIFORNIA

THIS IS TO CERTIFY that the following numbered policies have been issued by the below stated Company in conformance with the limits and requirements as set forth in Section 9-1 and 9-2 of the General Provisions.

The Company will give at least thirty (30) days' written notice by registered mail to District prior to any material change or cancellation of said policy or policies.

POLICY NUMBE		EFFECTIVE DATE	EXPIRA DA			_	LIABILITY PROP. DAMAGE
The followin	g covera	ges are includ	led in this	policy (i	ndicate b	y "X" in the	e appropriate space)
Man	ufacturer'	's and Contra	ctor's	,	Yes	_ No	
Own	er's & Co	ontractor's Pro	tection	•	Yes	_ No_	
Blan	ket Contr	actual		•	Yes	_ No	
Com	pleted O	perations		•	Yes	_ No	
Own	ed Auton	nobiles		•	Yes	_ No	
Hired	d Automo	biles		,	Yes	_ No	
Non-	owned A	utomobiles		•	Yes	_ No	
Broa	d Form F	Property Dama	age	•	Yes	_ No	
"XCI	J" Expos	ures		•	Yes	_ No	

#### **ENDORSEMENT**

District, Construction Manager, and their consultants, and each of their officers, agents, and employees are included as additional insureds under said policies, but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of referenced contract; provided however, that if the loss or damage is ultimately determined to be the proximate result of the sole negligence of one or more of the aforesaid additional insureds, this insurance shall not apply.

This endorsement shall not operate to increase the Company's total limits of liability hereunder. The Insurance Company hereby waives its rights of subrogation against the additional insureds. Effective: Named Insured Insurance Company Street Number Street Number City, State ZIP City, State ZIP Insurance Company Agent for service Authorized Representative of process in California (Attach Acknowledgment) Name Company Street Number Street Number City, State ZIP City. State ZIP

NOTE: No substitution or revision to the above certificate and endorsement will be accepted. If the insurance called for is provided by more than one policy, a separate certificate in the exact above form shall be provided for each policy.

Telephone Number

THIS FORM MUST BE NOTARIZED. ATTACH NOTARY ACKNOWLEDGMENT.

Telephone Number

#### 6-3 AUTOMOBILE

#### CONTRACTOR'S CERTIFICATE OF AUTOMOBILE INSURANCE

Description of Contract:

# FALLBROOK REGIONAL HEALTH DISTRICT FALLBROOK, CALIFORNIA

## THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION RD, FALLBROOK, CALIFORNIA

THIS IS TO CERTIFY that the following numbered policies have been issued by the below stated Company in conformance with the limits and requirements as set forth in Section 9-1 and 9-2 of the General Provisions.

The Company will give at least thirty (30) days' written notice by registered mail to District prior to any material change or cancellation of said policy or policies.

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF BODILY INJURY	

#### **ENDORSEMENT**

District, Construction Manager, and their consultants, and each of their officers, agents, and employees are included as additional insureds under said policies, but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of referenced contract; provided however, that if the loss or damage is ultimately determined to be the proximate result of the sole negligence of one or more of the aforesaid additional insureds, this insurance shall not apply.

This endorsement shall not operate to increase the Company's total limits of liability hereunder. The Insurance Company hereby waives its rights of subrogation against the additional insureds. Effective: Named Insured Insurance Company Street Number Street Number City, State ZIP City, State ZIP Insurance Company Agent for service Authorized Representative of process in California (Attach Acknowledgment) Name Company Street Number Street Number City. State ZIP City, State ZIP Telephone Number Telephone Number

NOTE: No substitution or revision to the above certificate and endorsement will be accepted. If the insurance called for is provided by more than one policy, a separate certificate in the exact above form shall be provided for each policy.

THIS FORM MUST BE NOTARIZED. ATTACH NOTARY ACKNOWLEDGMENT.

#### 6-4 PUBLIC WORKS AWARD

Labor Code Division 2, Part 7, Chapter 1, Article 2, Section 1773 states:

"An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award electronically notify the Department of Industrial Relations, ("D.I.R."), and the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards." (Added by Stats. 1978, Ch. 1249.)

Submission of an online "D.I.R. PWC-100 form" will satisfy the above noted requirement.

Also note Labor Code Sections 1776(g), 1777.5, and 1777.7.

### **SECTION 7 - WAIVER AND RELEASE FORMS**

Identifying Information:

### 7-1 CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT California Civil Code Section 8132

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant:
Name of Customer:
Job Location:
Owner:
Through Date:
Conditional Waiver and Release: This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:
Maker of Check:
Amount of Check:
Check Payable to:
Exceptions: This document does not affect any of the following:  (1) Retentions.  (2) Extras for which the claimant has not received payment.  (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  Date(s) of waiver and release:  Amount(s) of unpaid progress payment(s): \$
Signature: Claimant's Signature:
Claimant's Title:
Date of Signature:

THIS IS A REQUIRED FORM. NO SUBSTITUTION OR REVISION WILL BE ACCEPTED.

## 7-2 CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT California Civil Code 8136

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information:
Name of Claimant:
Name of Customer:
Job Location:
Owner:
Conditional Waiver and Release: This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:
Maker of Check:
Amount of Check:
Check Payable to:
Exceptions: This document does not affect any of the following:  Disputed claims for extras in the amount of: \$
Signature:
Claimant's Signature:
Claimant's Title:
Date of Signature:

THIS IS A REQUIRED FORM. NO SUBSTITUTION OR REVISION WILL BE ACCEPTED.

### SECTION 8 - NOTICES AND FORM OF CHANGE ORDER

The pages following in Section 8 are examples of the notices and forms to be used by the District in administration of this Contract.

8-1	NOTICE OF	AWARD	
То:			
Droio	et Description		
rioje	ct Description	FALLBROOK F	REGIONAL HEALTH DISTRICT BROOK, CALIFORNIA
THE			OMS, PREP ROOM AND STORAGE ROOM REMODEL SSION RD, FALLBROOK, CALIFORNIA
			by you for the above-described work in response to its ated December 11, 2024.
You a	are hereby not	ified that your bid has	been accepted in the amount of \$
Contr Insur	actor's Labor ance within te	and Material Paymen n calendar days from	Bidders to execute the Agreement and furnish required t Bond, Contract Performance Bond, and Certificates of date of this notice. Contractor's Documents concerning ates may be obtained from District Office.
days the D	from the date istrict's accept	of this Notice, said Dis	to furnish said Bonds and Insurance Certificates within ten trict will be entitled to consider all your rights arising out of andoned and as a forfeiture of your bid bond. The District by be granted by law.
comp Staff	ly with the Pla and Inspector	ns and Specifications	rs of District projects that they will be required to strictly that have been approved. The Board has directed District the extent that an Inspector has instructed the work to be
DIST	RICT:		FALLBROOK REGIONAL HEALTH DISTRICT
Dated:			Ву:
			Title:
You	are required t	o return the acknowl	edged original of this Notice.
		ACC	EPTANCE OF NOTICE
Rece	ipt of the abov	e Notice of Award is h	ereby acknowledged.
CON	TRACTOR:		
Dated:			By: Signature of Principal
			Signature of Principal Title:

8-2 NOTICE TO PROCEED	
To:	
Project Description:  FALLBROOK REGIONAL HEALTH DISTRICT  FALLBROOK, CALIFORNIA	
THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION RD, FALLBROOK, CALIFORNIA	
You are hereby notified to commence work 2024, on, and you are () consecutive calendar days. There 2024.	re to complete the work within, fore, the date of completion of all work is,
DISTRICT:	FALLBROOK REGIONAL HEALTH DISTRICT
Dated:	Ву:
	Title:
You are required to return an acknowle	dged copy of this Notice.
ACCE	EPTANCE OF NOTICE
Receipt of the above Notice to Proceed is	hereby acknowledged by:
Dated this day of	, 2024.
CONTRACTOR:	
Dated:	Ву:
	Signature of Principal

# 8-3 **CHANGE ORDER** Date:\_\_\_\_\_ Change Order No. Contractor:\_\_\_\_\_ Location of Work: The following changes are hereby made to the Contract Documents: Justification:\_\_\_\_\_ PRICE CHANGES: Original Price Current Price adjusted by previous Change Orders This Change Order adjustment increase/decrease New Price including this Change Order Source of Funding: TIME CHANGES: Completion time increased/decreased Revised date for completion APPROVALS: FALLBROOK REGIONAL HEALTH DISTRICT Signature CONTRACTOR: By:\_\_\_\_\_\_Signature of Principal

By acceptance of this Change Order, Contractor is authorized to proceed with the work described above. Contractor agrees to furnish all labor and material in accordance with the terms and conditions as stated above and with all instructions given to Contractor by the FALLBROOK REGIONAL HEALTH DISTRICT.

# **PART II - GENERAL PROVISIONS**

# <u>SECTION 1 - DEFINITIONS, TERMS, AND ABBREVIATIONS</u>

#### 1-1 DEFINITIONS

Whenever the following terms occur in the Contract Documents, the meaning shall be interpreted as follows:

# 1-1.1 Acceptance, Final Acceptance

The formal action by District accepting the work as being complete.

### 1-1.2 Accepted bid

The bid (proposal) accepted by District.

# 1-1.3 Attorney for the District

Attorney for District shall mean the duly appointed General Counsel of the FALLBROOK REGIONAL HEALTH DISTRICT.

# 1-1.4 Bidder

Any individual, partnership, corporation, or combination thereof submitting a bid (proposal) for the work contemplated, acting directly or through an authorized representative.

### 1-1.5 Board of Directors

Board of Directors shall mean the Board of Directors of the FALLBROOK REGIONAL HEALTH DISTRICT.

# 1-1.6 Contract

The written Agreement executed between District and Contractor covering the performance of the work.

### 1-1.7 Contract Documents

The Contract Documents set forth in the Agreement; also, any and all supplemental agreements amending or extending the work contemplated. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract and include Contract Change Orders.

# 1-1.8 Contractor

The individual, partnership, corporation, or combination thereof who has entered into the Contract with District for the performance of the work. The Contractor is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Contractor" means the Contractor or his authorized representative.

### 1-1.9 District or Owner

The FALLBROOK REGIONAL HEALTH DISTRICT. District is referred to throughout the Contract Documents as if singular in number and masculine in gender. The terms "District" or "Owner" means the District or its authorized representative.

### 1-1.10 Construction Manager

Construction Manager shall mean the duly appointed Construction Manager of the FALLBROOK REGIONAL HEALTH DISTRICT. The Construction Manager is authorized by the District to represent it during the performance of the work and until final acceptance. The Construction Manager is referred to throughout the Contract Documents as if singular in number and masculine in gender.

# 1-1.11 District CEO

CEO shall mean the duly appointed CEO of the FALLBROOK REGIONAL HEALTH DISTRICT. The CEO is referred to throughout the Contract Documents as if singular in number and masculine in gender.

# 1-1.12 Laboratory

The laboratory authorized by District or Construction Manager to test materials and work involved in the Contract.

# 1-1.13 Plans and Drawings

The Plans (drawings) or reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

#### 1-1.14 Special Provisions

Additions, deletions, and changes to the General Provisions and of the current edition of the "Standard Specifications for Public Works Construction", prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California District Associated General Contractors of California.

#### 1-1.15 Specifications

The directions, provisions, and requirements contained in the General Provisions, and "Standard Specifications for Public Works Construction", current edition, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California District Associated General Contractors of California.

# 1-1.16 Standard Drawings and Standard Plans

Standard Drawings of San Diego County or as shown on plans.

#### 1-1.17 Specific Standards

The Contract Documents identified as such.

# 1-1.18 Subcontractor

An individual, partnership, corporation, or combination thereof who has a contract with the Contractor to perform any of the work at the site. The term "subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a subcontractor or his authorized representative. Subcontractor also means an individual, partnership, corporation, or combination thereof who has a contract with a subcontractor to perform any of the work at the site.

# 1-1.19 Utility

Public or private fixed works for the transportation of fluids, gasses, power, signals, or communications.

# 1-1.20 Work

The term "work" includes all labor necessary to produce the construction or improvement required by the Contract and all materials and equipment incorporated in such construction or improvement.

#### 1-2 TERMS

Wherever the terms "directed", "required", "permitted", "ordered", "designated", "prescribed", or terms of like import are used it shall be understood that the direction, requirements, permission, order, designation, or prescription of the District's Representative is intended.

Similarly, the terms "approved", "acceptable", "satisfactory", "equal", or terms of like import shall mean approved by, or acceptable to, or satisfactory to the District's Representative unless otherwise expressly stated. The word "provide" is understood to mean furnish and install.

#### 1-3 ABBREVIATIONS

Wherever abbreviations and symbols are used they shall have the meaning indicated in Section 1-3.1 through 1-5 of the Standard Specifications for Public Works Construction, current edition.

# <u>SECTION 2 - PROPOSAL (BID) REQUIREMENTS AND CONDITIONS</u>

#### 2-1 CONTRACT DOCUMENTS

The Contract Documents are set forth in the Agreement (Section 4 of Part I - Procedural Documents) and the definition of "Contract Documents" (Section 1-1.7 of these General Provisions).

### 2-2 LICENSE

The District has determined the license classification necessary to bid and perform the subject Contract. In no case shall this Contract be awarded to a specialty contractor whose classification constitutes less than a majority of the project. When a specialty contractor is authorized to bid a portion of the work of this Contract, all work to be performed outside of the contractor's license specialty, except work specifically authorized by District, shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 et seq., of the Public Contract Code. (See Bus. & Prof. Code, § 7059.)

# 2-3 PROPOSALS (BIDS)

### 2-3.1 Methods of Completing Proposals (Bids)

Bids shall be made upon the Bid Form furnished by the District as a part of the Contract Documents. All bids shall be property executed and with all items filled in and the signatures of all persons signing shall be in longhand. Erasures, interlineation, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of the person signing the bid. If the unit price and the total amount named by the Bidder for any item are not in agreement, the unit price alone shall be considered as representing the Bidder's intention, and the totals shall be corrected to conform thereto.

### 2-3.2 Limitations

Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered, except as called for. No oral, telegraphic, or telephone proposals or modifications will be considered.

# 2-3.3 Submission of Proposals (Bids)

Bids shall be sealed in an envelope marked and addressed as set forth in the Special Provisions. Bids shall be delivered to addressee at the location designated in the Notice Inviting Sealed Proposals on or before the day and hour set for the opening of bids in the Notice Inviting Sealed Proposals and shall bear the name of the Bidder. It is the sole responsibility of the Bidder to see that his bid is delivered and received in proper time. Any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder.

### 2-3.4 Late Bids

A bid will not be accepted after the designated closing date even if bids are opened at a time later than that designated on the Bid Notice Form (Government Code Section 14315).

# 2-3.5 <u>Bidders Interested in More than One Bid</u>

No person, partnership, or corporation shall be allowed to make, file, or be interested in more than one bid for the work unless alternative bids are called for. A person, partnership, or corporation submitting a sub-proposal to a Bidder, or who has quoted prices on material to a Bidder, is not thereby disqualified from submitting or quoting prices to other Bidders.

# 2-4 WITHDRAWAL OF PROPOSAL (BID)

# 2-4.1 Method of Withdrawal

A Bidder may withdraw his bid either personally or by a signed written request any time prior to the scheduled time for opening of the bids. The request for withdrawal shall be executed by the Bidder or by his duly authorized representative.

# 2-4.2 Filing New Proposal (Bid)

The withdrawal of the bid does not prejudice the right of a Bidder to file a new bid so long as the new bid is filed with the District prior to the closing date specified for all bids (Gov. Code, § 14316).

### 2-5 INTERPRETATION OF PLANS AND OTHER DOCUMENTS

### 2-5.1 Request for Interpretation/Correction

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans and Specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans and Specifications or other Contract Documents, he may submit to the Construction Manager a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

#### 2-5.2 Interpretation/Correction by Addendum

An interpretation or correction of the Contract Documents will be made only by addendum duly issued by the Construction Manager; a copy of such addendum will be mailed or delivered to each person receiving a set of such Documents. The District and the Construction Manager will not be responsible for any other explanation or interpretation of the Documents. All addenda issued are a part of the Contract Documents and must be listed in the Agreement.

# 2-5.3 Waiver of Right for Interpretation/Correction

Contractors failing to point out defects, discrepancies in, or omissions from the Plans and Specifications or any other Contract Documents hereby waive any right to do so at a later date.

### 2-6 EXISTING CONDITIONS AND EXAMINATIONS OF CONTRACT DOCUMENTS

### 2-6.1 General

Bidder shall carefully examine the Contract Documents and the site where the work is to be performed. The submittal of a bid shall be conclusive evidence that Bidder has investigated and is satisfied as to the conditions to be encountered and as to the character, quality, and scope of the work.

# 2-6.2 Plans for Work

The Plans for the work show conditions as they are supposed or believed by the Construction Manager to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. District and Construction Manager shall not be liable for any loss sustained by Contractor as a result of any variance of the conditions as shown on the Plans and the actual conditions revealed during the progress of the work or otherwise.

# 2-6.3 <u>Investigation of Subsurface Condition</u>

Where District or Construction Manager or their consultants have made investigations of subsurface conditions in areas where the work is to be performed, such investigations were made only for the purpose of study and design. Conditions indicated by such investigations apply only at the specific location of each boring or excavation at the time the boring or excavation was made. Where such investigations have been made, Bidders or Contractors may inspect the records as to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made at the office of the Construction Manager.

# 2-6.4 Records of Investigation not Part of Contract

The records of such investigations are not a part of the Contract and are shown solely for the convenience of Bidder or Contractor. It is expressly understood and agreed that District, Construction Manager, and their consultants assume no responsibility whatsoever with respect to the sufficiency or accuracy of the investigation, the records thereof, or of the interpretations set forth therein or made by District's consultants, Construction Manager, or his consultants in the use thereof by the Construction Manager. There is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or record thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different from those indicated may not be encountered.

# 2-6.5 Log of Test Borings not Part of Contract

When a log of test borings showing a record of the data obtained by the investigation of subsurface conditions by District, Construction Manager, or their consultants is included with the Contract Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract; represents only the opinion of District, Construction Manager, or their consultants as to the character of the materials encountered by them in the test borings; is included in the Contract Documents only for the convenience of Bidders; and its use is subject to all of the conditions and limitations that are set forth in this section.

# 2-6.6 No Waiver of Contractor Responsibility

The availability or use of information described in this section is not to be construed in any way as a waiver of the provisions of the first paragraph in this section, and a Bidder or Contractor is cautioned to make such independent investigations and examinations as he deems necessary to satisfy himself as to conditions to be encountered in the performance of the work.

No information derived from such inspection of records of investigations or compilation thereof made by District, Construction Manager, or their consultants will in any way relieve Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

### 2-7 ADDENDA

Addenda issued before the time in which to submit bids expires or forming a part of the Contract Documents furnished to Bidder for preparation of this bid, shall be covered in the bid and shall be made a part of the Contract.

# **SECTION 3 - AWARD AND EXECUTION OF CONTRACT**

#### 3-1 AWARD OF CONTRACT OR REJECTION OF BIDS

# 3-1.1 <u>Award to Lowest Responsible Bidder</u>

The award of the Contract, if it be awarded, will be to the lowest responsible Bidder complying with the instructions contained in the Contract Documents.

# 3-1.2 Rights Reserved by District

District reserves the right to select the schedules under which the bids are to be compared, to reject any and all bids, and to waive any irregularities, discrepancies, and technical errors in bids received. If, in the judgement of District, a bid is unbalanced or if Bidder is not responsible, it shall be considered sufficient grounds for rejection of the entire bid.

# 3-1.3 Time for Consideration by District

District shall have the period of time set forth in the Special Provisions after the opening of bids within which to accept or reject the bids. No Bidder may withdraw his bid during said period. District will return the proposal guarantees, except Bidders' bonds and any guarantees which have been forfeited, to the respective Bidders whose proposals they accompanied within ten days after the execution of the Contract by the successful Bidder, or upon rejection of all bids, or upon receipt of a written request therefore received after the period of time set forth in the Special Provisions.

#### 3-1.4 Request for Financial Statement and Experience Statement

Before award of Contract any Bidder, upon request, shall furnish a recent statement of his financial conditions and previous construction or other experience as may be required by the District

### 3-2 AGREEMENT AND BONDS

# 3-2.1 Form of Agreement and Bonds

The form of agreement, bonds, and other documents which the successful Bidder, as Contractor, will be required to execute are included in the Contract Documents and should be carefully examined by the Bidder.

#### 3-2.2 Payment and Performance Bonds Required

The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price; said bonds shall be secured from a surety company satisfactory to District and who is authorized to transact business in this state. Said bonds shall continue in full force and effect for the guarantee period.

### 3-3 INSURANCE REQUIREMENTS

The successful Bidder will be required to furnish District proof of full compliance with all insurance requirements as specified in the section on Contractor's Insurance (Section 9 of these General Provisions). The form of certificates of insurance which the successful Bidder, as Contractor, will be required to furnish are included in the Contract Documents and should be carefully examined by the Bidder.

#### 3-4 EXECUTION OF CONTRACT

The Contract shall be signed by the successful Bidder and returned to District, together with the Contract bonds and certificates of insurance coverage, within five calendar days after the Bidder has received notice from District that the Contract is ready for signature.

### 3-5 FAILURE TO EXECUTE CONTRACT

Failure by a Bidder to whom the Contract is awarded to execute the Contract and file acceptable bonds and certificates of insurance coverage as provided herein shall be just cause for the annulment of the award.

# **SECTION 4 - SCOPE OF WORK**

### 4-1 WORK TO BE DONE

#### 4-1.1 Work to be Done

The work to be done consists of furnishing all labor, materials, methods or processes, implements, tools, and machinery which are required for or appurtenant to the construction and completion of the entire project designated in the Contract, and to leave the grounds in a neat condition. Any work not shown in the Plans and Specifications but necessary to complete the work according to law and governmental codes and regulations shall be performed by the Contractor as if in the Plans and Specifications, subject to the provision of Section 4-2 of these General Provisions.

### 4-1.2 Scope of Eligible Work

The quantities of material or labor listed shall constitute the scope of eligible work. Any change in quantities of material or labor shall constitute a change in the scope of eligible work and shall be subject to the notice and Change Order provisions of Section 4-2 of these General Provisions.

#### 4-2 CHANGES IN THE WORK

# 4-2.1 District Order for Changes in Work

District may require changes in, additions to, or deductions from the work. Adjustment in the amounts to be paid to Contractor by reason of any such change, addition, or deduction shall be determined as set forth in Section 10 (Estimates and Payments) in these General Provisions.

All construction changes shall be prepared by the Engineer-of-Work (EOW) and submitted to Land Development Counter as redlined mark-ups on two (2) full size sets of approved plans. Changes are subject to approval <u>prior</u> to field implementation. Substantial increases in valuation due to the proposed changes may be cause for assessment, and collection of additional inspection and security deposits. Account balance shall equal or exceed the initial deposit.

# 4-2.2 Minor Changes in Work

Construction Manager may order minor changes in work not involving an increase or decrease in Contract amount, not involving a change in time for completion and not inconsistent with the purpose for which the works are being constructed.

# 4-2.3 Changes Involving Change in Contract Amount or Time of Completion

If Contractor believes that any order for minor changes in the work involves changes in the Contract amount or time for completion, he shall not proceed with the minor changes so ordered and shall, within two working days of the receipt of such order, give written notification to the Construction Manager of his estimate of the changes in Contract amount and time for completion he believes to be appropriate.

# 4-2.4 Payment for Changes in Work

No payment for changes in the work will be made and no change in the time for completion by reason of changes in the work will be made, unless the changes are covered by a written Change Order approved by District in advance of the Contractor's proceeding with the changed work.

#### 4-3 REMOVAL OF OBSTRUCTIONS

Contractor shall not remove and dispose of any structure, or other obstruction of any character necessary to accommodate the work, except debris, until he has received the approval of the Construction Manager. Where such obstructions consist of improvements not required by law to be removed by District, all such improvements shall be removed, maintained and permanently replaced by Contractor at his expense.

### 4-4 UTILITIES

Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of service laterals or other appurtenances when their presence may be inferred from the presence of other visible facilities. The Plans do not show the locations of utility services or lines. It is Contractor's responsibility to make his own determination as to the existence, location and depth of all utilities. Where utilities interfere with required grading, Contractor shall provide coordination with the utility companies for relocation.

#### 4-5 FINAL CLEANUP

Upon completion and before making application for acceptance of the work, Contractor shall clean and leave in an acceptable condition all rights-of-way, streets, borrow pits, and all other grounds occupied by him in connection with the work of all rubbish, excess materials, temporary structures and equipment, and all parts of the work and grounds occupied by him shall be left in a neat and presentable condition. Contractor shall remove and cleanup, at his sole expense, any hazardous waste used at, or brought to the jobsite by Contractor.

# **SECTION 5 - QUALITY OF THE WORK**

### 5-1 AUTHORITY OF THE CONSTRUCTION MANAGER

### 5-1.1 Authority to Decide Questions of Quality or Acceptability

Construction Manager shall decide any and all questions which may arise as to the quality or acceptability of the materials and the equipment furnished and the work performed and all questions as to the interpretations of the Plans and Specifications. Construction Manager may be represented by his authorized representatives.

# 5-1.2 Limit on Authority

All work performed on the project must be executed in conformity with the Contract Documents. Construction Manager is not authorized to approve changes which will affect materials, design, or workmanship that do not conform to the Plans and Specifications or other Contract Documents and alterations, amendments, or changes in any materials, designs, or methods required by the Contract Documents to be approved through the use of a written Change Order as specified by Section 10-1 of these General Provisions.

### 5-2 COORDINATION OF PLANS AND SPECIFICATIONS

The Plans and Specifications and other Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative and to describe and provide for the complete work. In the event of an apparent difference between Plans and Specifications, reference shall be made to Construction Manager whose decisions thereon shall be final.

Special Provisions shall govern over General Provisions and Specific Standards.

#### 5-3 ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR

### 5-3.1 Duty of Contractor to Inform Construction Manager

It is the duty of Contractor to inform Construction Manager of any alleged defects in design, method, or materials that he discovers while working on the project. This includes a duty to advise District of any materials, methods, or designs that Contractor believes may prove defective or insufficient.

# 5-3.2 Waiver by Contractor on Failure to Note Discrepancy

A Contractor who discovers an alleged defect or believes that a defect exists in design, method, or materials as to any portion of the project, and who fails to inform Construction Manager of this discovery or belief, waives any right to assert that defect in design, materials, or method at any later date in any legal or equitable proceeding against District, or in any subsequent arbitration or settlement conference between District and Contractor.

#### 5-4 SUPERVISION

Contractor shall provide competent supervision of the work. Unless personally present on the job site, Contractor shall designate an authorized representative who shall have the authority to represent and to act on his behalf, and any written or verbal directions or requests of Construction Manager delivered to such representative shall have the same force and effect as if it was delivered directly to Contractor.

#### 5-5 INSPECTION

Construction Manager shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

#### 5-6 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

### 5-6.1 Removal of Defective & Unauthorized Work by Contractor

All work which has been rejected shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed him for such removal, replacement, or remedial work. Any work done beyond the lines and grades shown on the Plans or established by Construction Manager, or any changes in, additions to, or deductions from the work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at Contractor's expense.

# 5-6.2 No Compensation for Defective and Unauthorized Work

Upon failure on the part of Contractor to comply promptly with any order of Construction Manager made under the provisions of this section, Construction Manager shall have authority to cause rejected work or unauthorized work to be remedied, removed, or replaced and to deduct the costs from any monies due or to become due to Contractor.

# 5-7 STANDARDS, CODES, AND TESTS

Whenever reference is made to a standard, code, specification, or test, and the designation representing the date of adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code, specification, or test in effect on the day the Notice Inviting Sealed Proposals (Bids) is dated.

#### 5-8 DEFECTIVE MATERIALS

### 5-8.1 Materials Not Conforming to Specifications

All materials not conforming to the Specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work. No rejected material, the defects of which have been subsequently corrected, shall be used until permitted by Construction Manager.

# 5-8.2 Removal and Replacement of Defective Materials

Upon failure on the part of Contractor to comply with any requirement of Construction Manager made under the provisions of this section, District shall have the authority to remove or replace defective material at the expense of Contractor.

### 5-9 GUARANTEES

Besides guarantees required elsewhere, Contractor shall and hereby does guarantee all work for a period of one year after the date of acceptance of the work by District, and Contractor shall repair and replace any and all such work, together with any work which may be displaced in so doing, that may prove defective.

Contractor shall not be required to repair or replace work which may prove defective due to defects of improvements in the project area existing prior to the work performed by Contractor under this Contract. A prior existing defective condition of improvement of the project area known to or discovered by Contractor shall be reported to Construction Manager immediately.

This section does not in any way limit the guarantee on any items for which a longer guarantee is specified, or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

# **SECTION 6 - PROSECUTION AND PROGRESS**

### 6-1 SUBCONTRACTING

If Contractor subcontracts any part of this Contract, then Contractor shall be as fully responsible to District for the acts and omissions of his subcontractor, and of the persons either directly or indirectly employed by his subcontractor, as he is for the acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and District. Contractor shall bind every subcontractor to be bound by the terms of the Contract Documents as applicable to his work.

#### 6-2 ASSIGNMENT

The performance of the Contract may not be assigned except upon the written consent of District. Consent will not be given to any proposed assignment which would relieve Contractor or his surety of their responsibilities under the Contract, nor will District consent to any assignment of any part of the work covered under this Contract.

### 6-3 TIME FOR COMPLETION AND FORFEITURE DUE TO DELAY

# 6-3.1 Time for Completion

Contractor shall complete all or any designated portion of the work called for under the Contract within the time set forth in the Bid Form. Time is of the essence in this Contract.

# 6-3.2 <u>Liquidated Damages for Delay</u>

In accordance with Government Code Section 53069.85, Contractor agrees to pay to District the amount per day set forth in the Agreement for each and every day of delay, which amount shall be deducted from any payments due or to become due to Contractor.

### 6-3.3 Delay Due to Unforeseen Causes

No forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control, and without the fault or negligence of Contractor (including but not restricted to acts of the public enemy, acts of the government, acts of District, or acts of another contractor in the performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, or delays caused by the failure of District or the owner of a utility to provide for removal or relocation of existing utility facilities). Any such delays shall not entitle Contractor to any additional compensation. The sole remedy of Contractor shall be an extension of time obtained for completing the work in accordance with this section.

# 6-3.4 Request for Extension of Time

Contractor shall, within ten (10) days from the beginning of such delay, notify District, in writing, of the cause of the delay, whereupon District shall ascertain the facts and extent of the delay, and extend the time for completing the work if, in District's judgment, the findings of fact justify such an extension of time. District's findings of facts thereon shall be final and conclusive.

# 6-3.5 Extension of Time

District may extend the time fixed for completion of the work under the Contract from time to time. All applications for extensions of time shall be in writing and shall be filed with District before expiration of the original time fixed in the Contract or as previously extended.

# **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITIES**

### 7-1 OBSERVING LAWS AND ORDINANCES

# 7-1.1 Contractor's Responsibility

Contractor shall keep himself fully informed of all existing and future laws, ordinances, and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such order and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Plans and Specifications or Contract Documents for the work in relation to any such law, ordinance, regulation, order, or decree he shall forthwith report the same to Construction Manager in writing.

# 7-1.2 Observance by Contractor and his Agents

Contractor shall at all times observe and comply with and shall cause all his agents, employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees and shall hold harmless, indemnify, and defend District, Construction Manager, and their consultants, and each of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, his agents, or his subcontractors.

# 7-2 PERMITS AND LICENSES

Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

#### PRE-CONSTRUCTION MEETING

Once the permit is issued, advance notice of 48-hours must be given to County of San Diego prior to scheduling the **mandatory pre-construction meeting**. No work may be commenced prior to this meeting. To request a meeting, call PDCI during normal business hours at (858) 694-3165.

### **INSPECTIONS**

To request an inspection, call PDCI at (858) 694-3165. When calling for an inspection, refer to the computer-generated permit number and the job site address. PDCI requires **one (1) working day or 24-hours'** prior notice for inspections. PDCI may not be able to provide next day inspections in some of the more remote areas of the County of San Diego. Please verify the day of inspection to the inspector prior to scheduling critical activities.

# 7-3 PUBLIC CONVENIENCE AND SAFETY

#### 7-3.1 Conduct of Operations by Contractor

Contractor shall conduct his operations as to offer the least possible obstruction and

inconvenience to the public, and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to the rights of the public.

# 7-3.2 Access to Driveways, Houses, and Buildings

Convenient access to driveways, grove roads, houses, and buildings along the line of work shall be maintained and temporary crossing shall be provided and maintained in good condition. Not more than one crossing or intersecting street or road shall be closed at any one time.

# 7-3.3 Maintenance of Safety Devices and Personnel

Contractor shall provide and maintain such fences, barriers, directional signs, lights, and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction work, and to give directions to the public.

### 7-4 RESPONSIBILITY FOR LOSS, DAMAGE OR INJURIES

Contractor shall be solely responsible for all claims, demands, or liability arising from Contractor's failure to comply with any provision of this Contract and for all claims, demands, or liability caused in whole or in part by the negligence or intentional misconduct of Contractor or Contractor's directors, officers, agents, employees, subcontractors, suppliers, or independent contractors performing any of the work until a court of competent jurisdiction renders a final judgment, either with or without arbitration, determining that Owner's active negligence contributed to the claim, demand, or liability. Owner shall be rendered liable for the claim, demand, or liability only to the extent that the final judgment determines Owner or its agents or employees was actively negligent and only to the extent of the percentage of active negligence of Owner or its agents or employees determined by the final judgment. This responsibility shall extend to claims, demands or liability for loss, damage, or injuries occurring after completion of the work as well as during the progress of the work.

#### 7-5 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the acceptance of the work, Contractor shall have the responsible charge and care of the work and of the materials to be used therein (including materials for which he has received partial payment or materials which have been furnished by District) and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work.

#### 7-6 PRESERVATION OF PROPERTY

Contractor shall exercise due care to avoid injury to existing improvements or facilities, utilities, adjacent property, trees, and shrubbery that are not to be moved.

#### 7-7 SAFETY

In accordance with generally accepted construction practices, Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. Contractor shall fully comply with all state and federal laws, rules, regulations, and orders relating to safety of the public workmen.

Contractor agrees to maintain first aid facilities for treatment of all employees which comply with those standards imposed by the Federal Occupational Health and Safety Act of 1970 (Labor Code Section 6708).

#### 7-8 PERSONAL LIABILITY

No officer, employee, or agent of District, Construction Manager, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

### 7-9 INDEMNITY

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, the Engineer/Architect, Owner's Representative, and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs including costs of defense and attorney's fees, arising out of or resulting from, or in connection with the performance of the work, both on and off the jobsite, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease, or death, or to injury to, or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, regardless of whether or not it is caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of Owner), of a party indemnified hereunder.

In any and all claims against the indemnified parties by any employees of Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the first and fourth paragraphs in this section on "Indemnity" shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor, or any subcontractor, or any supplier or other persons under workers' compensation acts, disability benefit acts, or other employee acts.

The obligations of Contractor under the 1st and 4th paragraphs in Article 7-9 INDEMNITY shall not extend to any third party claims or causes of action for injury, death, or property damage to the extent a final judgment by a court of competent jurisdiction, whether or not based upon arbitration, determines Owner's own active negligence caused the injury, death, or property damage. Until a court of competent jurisdiction either by judge, jury or following arbitration determines the active negligence of Owner or its agents or employees was a cause of the injury, death, or damage, Contractor shall have an obligation to defend Owner against the claim, cause of action, or lawsuit by independent counsel of Owner's choosing and agrees to pay all attorney's fees, court costs, and expert fees and costs incurred by Owner in defending the claim, cause of action, or lawsuit within thirty (30) days following a written demand for these fees and costs from Owner. Any fees or costs incurred by Contractor to defend Owner shall not be reimbursed to Contractor following any settlement, arbitration award or final judgment. To the extent that a court

of competent jurisdiction renders a final judgment determining that the <u>active</u> negligence of Owner or its agents or employees is a partial cause of the injury, death, or damage Contractor shall be relieved of this Indemnity only to the extent Owner or its agents or employees is determined to be actively at fault and shall not be relieved of any provisions of this Indemnity for non-compliance with any terms of this Agreement or for any portion of the injury, death, or property damage determined to be caused by the active or passive negligence or intentional misconduct of Contractor, or Contractor's directors, officers, agents, employees, subcontractors, or suppliers. Contractor shall remain fully liable for all terms of this Indemnity where Owner's negligence is passive rather than active. The parties hereby expressly agree that each of the following shall be treated as passive negligence by the Owner: (1) Inspection or approval of any work by any employee or any agent of the Owner; (2) Approval of any changes to the work requested by Contractor or any subcontractor or supplier and (4) Any other action or inaction by District's employees or agents which is not treated as active negligence under California law.

Contractor shall also indemnify and hold harmless Owner, the Engineer/Architect, Owner's Representatives, and their consultants, and each of their directors, officers, employees, and agents from and against all losses, other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

#### 7-10 LABOR CODE COMPLIANCE

Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages), and Article 3 (Working Hours), as amended.

a. <u>Prevailing Wage</u>. The general provisions governing prevailing wages should be altered as follows:

Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to Owner up to \$200.00 for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which the worker is employed for any work done under the Contract by him or her or by any subcontractor under him or her. The amount of the forfeiture will be determined by the Labor Commissioner based on the considerations specified in Labor Code Section 1775. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor. Pursuant to Labor Code Section 1775, to the extent there is insufficient money due a contractor to cover all penalties forfeited and amounts due, the Division of Labor Standards Enforcement shall be notified of the violation and the Division of Labor Standards Enforcement shall be entitled to maintain an action in any court of competent jurisdiction to recover the penalties and the amount due pursuant to Labor Code Section 1775.

Section 1776 of the Labor Code requires each contractor and its subcontractors to keep accurate payroll records and make such available for inspection by entities identified in

that section in the manner stated therein. Section 1776(g) places the responsibility for compliance with Section 1776 on the prime contractor.

Pursuant to Labor Code Section 1777.1, whenever any contractor or subcontractor performing a public works project is found by the Labor Commissioner to be in violation of Labor Code Section 1770, et. seq., except Section 1775, the contractor or subcontractor or any firm, corporation, partnership, or association of which the contractor or subcontractor has a substantial interest shall be ineligible to bid on or to receive any public works contract for a period of not less than one year or more than three years. The period of debarment shall run from the date determination of the violation is made by the Labor Commissioner.

Willful violations of Section 1777.5 will result in a forfeiture of \$50.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code 1777.7.)

- b. In accordance with Sections 1773.1 and 1773.8 of the Labor Code, Contractor shall pay travel and subsistence payments to each workman needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et. seq., it is stipulated hereby that eight hours' labor constitutes a legal day's work hereunder.
- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that Contractor shall, as a penalty to Owner, forfeit \$25.00 for each workman employed in the execution of this Contract by Contractor or by any subcontractor hereunder for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of Article 3 commencing with Section 1810, Chapter 1, Part 7, Division 2 of the Labor Code.
- e. Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6, as amended, with respect to the employment of apprentices. Pursuant to Section 1777.5, it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by him in connection with this Contract.

In accordance with Section 1773.3 of said Labor Code, Owner will file with the Department of Industrial Relations, Division of Apprenticeship Standards, a "D.I.R. PWC-100 Form" upon issuance of the Notice of Award in the form appended hereto and made a part hereof as Page I-6.10.

f. Attention is directed to provisions in Section 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by Contractor or any subcontractor under him.

Contractor and any subcontractor under him shall comply with requirements of Section 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from Division of Apprenticeship Standards

and its branch offices.

Willful violations of Section 1777.5 will result in Contractor, and the business entity under which Contractor is doing business, being denied the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations commencing from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council. In addition, if Contractor violates Section 1777.5, he will forfeit as a civil penalty the sum of \$50.00 for each calendar day of noncompliance which shall be withheld from progress payments by Owner upon notice from the Department of Industrial Relations. (Labor Code Section 1777.7.)

# NEW (effective 01/01/2015) In addition to the above, Contractor also agrees as follows:

- a. Contractor acknowledges, for itself and for all subcontractors, its obligation to maintain current registration with the D.I.R., and that prior to execution of this Contract, Contractor shall furnish, for itself and for any subcontractor it employs on the project, proof of Contractor's registration with the D.I.R., as required by Labor Code Section 1771.1(b).
- b. Contractor further acknowledges that this project is subject to compliance monitoring and enforcement by the D.I.R., and that Contractor shall post job site notices of D.I.R., jurisdiction as prescribed by applicable D.I.R., regulations (Labor Code Section 177401(a)(1)-(2)).

#### 7-11 TERMINATION FOR BREACH

If Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extension thereof, or fails to complete such work within such time, District may serve written notice upon Contractor and his surety of its intention to terminate the Contract, said notice to contain the reasons for such intention to terminate the Contract, and unless within five days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the Contract shall upon the expiration of said five days cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until work is finished.

# 7-12 NOTICE AND SERVICE THEREOF

Any notice required or given by one party to the other under this Contract shall be in writing and shall be dated and signed by the party giving such notice or by an authorized representative of such party. Any such notices shall not be effective for any purpose whatsoever, unless served in the following manner, namely; the notice is given to District by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to the District, postage prepaid and registered.

#### 7-13 LIMITATION OF LIABILITY

Notwithstanding any other provision of this contract, the liability of District or its directors, officers, employees, and agents to Contractor shall be limited to the greater of Fifty Thousand Dollars (\$50,000) or the total amount of the contract price. Contractor acknowledges that it has had the opportunity to accept, reject, or modify the terms of this contract and that this limitation of liability of the District and its directors, officers, agents, and employees has been negotiated between the parties after bargaining. Contractor acknowledges that this provision complies with Civil Code Section 2782.5 and Contractor expressly waives the right to contend that this provision does not comply with Civil Code Section 2782.5 in any subsequent arbitration or litigation between the parties. By signing this contract, Contractor acknowledges that Contractor has read and understood this provision and agrees to be bound by all of its terms.

### SECTION 8-TERMINATION FOR CONVENIENCE OF OWNER OR ON BREACH OF CONTRACT

#### 8-1 TERMINATION BY DISTRICT

The performance of work under this Contract may be terminated by the District in accordance with this clause in whole or from time to time in part whenever District or District's Representative determines that such termination is in the best interest of District. Any such termination shall be effected by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, the date upon which the termination becomes effective, and the reason for the termination.

# 8-1.1 Termination Procedure

After receipt of a Notice of Termination, except as otherwise directed by District or District's Representative, Contractor shall:

- a. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for a completion of such portion of work under the Contract as is not terminated:
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- d. Assign to District in the manner, at the times, and to the extent directed by District or District's Representative all of the right, title, and interest of Contractor under the orders and subcontracts terminated, in which case District shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts;
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to extent District may require:
- f. Transfer title and deliver to District in the manner, at the times, and to the extent, if any, directed by District (1) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination and (2) the completed or partially completed plans, drawings, information, and other property which, if Contract had been completed, would be required to be furnished to District;
- g. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by District or District's Representative any property of the types referred to in "f" above, provided Contractor (1) shall not be required to extend credit to any purchasers, and (2) may acquire any such property under conditions prescribed by and at the prices approved by District or District's Representative. Proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by District to Contractor under the Contract,

- or shall otherwise be credited to the price or cost of the work covered by Contract, or paid in such other manner as District or District's Representative may direct;
- h. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination to the satisfaction of District;
- i. Take such action as District or District's Representative may direct for the protection and preservation of the property related to this Contract which is in the possession of Contractor and in which the District has or may acquire an interest.

After receipt of a Notice of Termination, Contractor shall submit to District his termination claim, in the form and with certification prescribed by District or District's Representative. This claim shall be submitted promptly but in no event later than three months from the effective date of termination, unless one or more written extensions are granted by the District or District's Representative upon Contractor's written request within such three-month period, or any authorized extension of the three-month period. District may deny or grant the request for an extension of time as District may determine in its sole discretion. The District's decision to grant or deny the extension shall be final and binding on all parties to this Contract. Upon failure of Contractor to submit his termination claim within the time allowed District or District's Representative may determine, on the basis of information available to him, the amount, if any, due Contractor by reason of termination and shall thereupon pay Contractor the amount so determined.

### 8-1.2 Payment Estimate

Contractor and District may agree upon the whole or any part of the amount paid to Contractor by reason of the total or partial termination of work pursuant to this clause provided a written agreement has been reached within three months following effective date of the Termination Notice.

In the event Contractor and District are unable to agree on the termination price, District shall pay to Contractor the amount determined by District or District's Representative, in its sole discretion, to be fair and equitable under the circumstances, excluding amounts District and Contractor have agreed to in accordance with the terms of this section.

In no event shall Contractor be entitled to receive any amount upon termination of this Contract which exceeds the total Contract price, reduced by the amount of payments otherwise made, and further reduced by the Contract price of work not terminated, by the fair value, as determined by District or District's Representative, in its sole discretion, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to District, by all unliquidated advances or other payments on account made to Contractor applicable to the terminated portion of the Contract, by any claim which District may have against Contractor in connection with this Contract, by the agreed price for or the proceeds of sale of any materials, supplies, or other things acquired by Contractor or sold pursuant to the provisions of this clause and not otherwise recovered or credited to District, and by estimated or actual costs to correct Contractor's work which District or District's Representative, in its sole discretion, determines to be defective. The decision of District or District's Representative in determining the proper termination amounts shall be final and binding on all parties to this Contract.

# 8-1.3 Availability of Contractor's Records

Unless otherwise provided for in this Contract, Contractor shall from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to District at all reasonable times at the office of the Contractor, and without charge of any kind to District, all Contractor's books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract. For this purpose, Contractor specifically consents to allow District to receive such copies of Contractor's tax returns as District may deem necessary to verify Contractor's costs.

### 8-1.4 Surety's Right to Complete Contract

In the event District terminates the Contract in whole or in part due to the failure of Contractor, its agents, servants, employees, or subcontractors to perform any work in the time or manner designated in the Contract Documents, District shall immediately serve written notice of the termination upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided that if the Surety within fifteen days after the serving upon it of a Notice of Termination does not give District written notice of his intention to take over and perform the Contract, or does not commence performance thereof within thirty days from the date of serving said Notice, District may take over the work and prosecute the same to completion by Contract or by any other method District may deem advisable for the account and at the expense of Contractor, and his Surety shall be liable to District for any excess costs, or other damages occasioned District thereby, and in such event District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plants, and other property belonging to Contractor that may be on the site of the work and be necessary therefor. For any portion of such work that District elects to complete by furnishing employees, materials, tools, and equipment, District shall be compensated for such in accordance with the schedule of compensation for force account work in the Section on payment for changes in the work.

### 8-1.5 Termination for Breach of Contract Terms

In the event District terminates the Contract as a result of a breach of any Contract terms by Contractor, its agents, servants, employees, or subcontractors, if the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the work, including but not limited to all costs to District arising from professional services and attorney's fees, and all costs generated to insure or bond the work of substituted contractors or subcontractors utilized to complete the work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance Contractor shall pay the difference to District promptly upon demand. On failure of Contractor to pay, the Surety shall pay on demand by District. Excessive costs not paid by Contractor or its Surety within thirty days following the mailing of a demand for such costs by District shall earn interest of eighteen percent (18%) per annum or the maximum rate authorized by California Law, whichever is lower.

# **SECTION 9 - CONTRACTOR'S INSURANCE**

### 9-1 GENERAL

Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Contractor shall not permit any subcontractor to commence work on this project until the same insurance requirements have been complied with by such subcontractor. All required insurance for Contractor shall be from insurers duly authorized and admitted in the State of California to issue insurance policies for the specific line(s) of coverage which each is providing to the Contractor, and each insurer shall have an agent for service of process in California.

### 9-1.1 Certificate Forms

As evidence of specified insurance coverage, Contractor shall provide certificates of insurance on the certificate forms provided herein. Substitution of the certificates will not be allowed.

### 9-1.2 Types and Limits

# 9-1.2.1 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation Insurance.

# 9-1.2.2 General Liability Insurance

The Contractor shall provide Commercial General Liability Insurance, providing bodily injury coverage for not less than \$500,000 for one person, and property damage coverage for not less than \$250,000, or alternatively, \$1,000,000 Combined Single Limit. Included in such insurance shall be blanket contractual coverage sufficiently broad to insure the requirements of Section 7-9 entitled "Indemnity" set forth in these General Provisions. Such insurance shall include the following types of coverage: Manufacturer's and Contractors'; Owners' and Contractors' Protective; Completed Operations; Owned, Non-Owned, and Hired Automobiles; Broad Form Property Damage; and Explosion, Collapse, and Underground (XCU) Exposures. The insurance company selected shall have at least an "A-V" rating in the most recent Best's Key Rating Guide.

The Commercial General Liability Insurance shall include as additional named insured; the District, the Construction Manager, and their Consultants, and each of their officers, agents, and employees.

# 9-1.2.3 <u>Automobile Insurance</u>

Contractor shall provide automobile/vehicle coverage in amounts of \$500,000 General Liability per person, \$1,000,000 per occurrence, and \$100,000 property damage, or alternatively, \$1,000,000 Combined Single Limit. The insurance company selected shall have at least an "A-V" rating in the most recent Best's Key Rating Guide.

Note: Contractor to provide a Certificate of Liability Insurance per attached "SAMPLE ONLY". The amounts shall be per County of San Diego sample or greater. Also, Contractor shall show the County of San Diego as an additional insurer per the sample.

## 9-2 CONTRACTOR'S RESPONSIBILITY NOT LIMITED BY INSURANCE

Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from his operations under this Contract.

#### 9-3 EXCLUSION OF ACTS OF GOD

Contractor shall not be responsible for the cost of repairing or restoring damage to the work in excess of five percent (5%) of the contracted amount caused by an act of God, provided the work is built in accordance with accepted and applicable building standards, and that of the Plans and Specifications of Owner. Acts of God are defined as earthquakes in excess of 3.5 on the Richter Scale and tidal waves. Contractor may be required to obtain insurance to indemnify the public agency for any damage to the work caused by an act of God, so long as this insurance is set forth as a separate bid item. (Gov. Code, §§ 4150 and 4151.)

# **SECTION 10 - ESTIMATES AND PAYMENTS**

### 10-1 PAYMENT FOR CHANGES IN THE WORK

### 10-1.1 Estimate in Writing

Changes in, additions to, or deductions from the work, including increases or decreases in the quantity of any item or portion of the work, shall be set forth in a written Change Order executed by District and Contractor.

# 10-1.2 Contents of Written Change Order

The written Change Order shall specify the changes, additions, deductions to be made, any increase or decrease in compensation due to Contractor, and any adjustments in the time of completion.

### 10-2 PROGRESS PAYMENTS

### 10-2.1 Progress Payment Invoice by Construction Manager

District shall, on or before the fifth day of each calendar month after actual construction work is started, except in case of final progress payment hereinafter provided, cause a written progress payment invoice to be made by the Construction Manager of the value of the total amount of the work completed by Contractor, and of materials delivered on the ground or stored subject to written approval of District and unused to the first of the month in which the estimate is made. In estimating such value, along with other facts and conditions deemed by him to be proper are materials furnished and stored at the site of the work and the ratio of the difficulty or cost of the work done to the probable difficulty or cost of the work remaining to be done.

### 10-2.2 Submission of Invoice

Contractor must sign and return District's invoice for payment on or before the tenth calendar day immediately following any month for which such payment is requested. Invoices must be accompanied by certified payroll and a release form covering period being billed. Contractor must submit releases on the forms provided in Section I-7 of Procedural Documents. Faxed copies of invoices, payroll, or releases will not be considered timely for payment purposes. Invoices shall be presented to the Board of Directors for consideration at the regular monthly meeting of the Board of Directors with the Engineer's certification and recommendation for approval or disapproval.

#### 10-2.3 Security Retention and Approval of Payment

Upon completion by the Construction Manager of the invoice for the value of the work completed, he shall submit the document to the Compliance Coordinator together with his certification, and any accompanying invoices, claims, or other documents submitted by Contractor. The Compliance Coordinator shall deduct five percent (5%) of the invoice value and said amount shall be retained by District as part security for the fulfillment of the Contract by Contractor. Contractor may substitute securities equivalent to the amount withheld by District from progress payments to insure performance of the Contract pursuant to provisions of Government Code Section 4590. At the request and expense of

Contractor, securities equivalent to the amount withheld shall be deposited with District, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to Contractor upon satisfactory completion of the Contract. Securities eligible for investment under this section shall include those listed in Government Code Section 16430, 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 District. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Should Contractor elect to substitute equivalent securities, he shall make his intentions known, in writing, fifteen days prior to the date at which the first payment is due.

If all documents are in order, the Compliance Coordinator, in accordance with Government Code Section 61737.05, shall approve the claim and present it to District's Board of Directors for approval at the immediately following meeting of the Board of Directors who will act upon the claim at that meeting. Upon approval of claim for payment by the Board of Directors, and receipt of documents required of Contractor in Section II-10-2.2, the Compliance Coordinator shall issue a warrant to the order of Contractor amounting to balance of invoice, after deducting therefrom all previous payments, and all sums to be kept or retained under terms of the Contract.

# 10-2.4 Failure of District to Make Timely Progress Payments

Any local agency which fails to make a progress payment with thirty (30) days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.020 of the Code of Civil Procedure. Upon receipt of payment request, each local agency shall act in accordance with the following: (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for purpose of determining that the payment request is a proper payment request; and (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven (7) day return requirement set forth in Paragraph (2) of Subdivision (c) of Public Contract Code Section 20104.50.

A local agency includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part. A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

# 10-2.5 Right to Withhold from Progress Payments

Before making payments to Contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in a contract for public work. But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the awarding body.

Every awarding body shall transfer all wages and penalties that have been withheld pursuant to Labor Code Section 1727 to the Labor Commissioner, for disbursement pursuant to Labor Code Section 1775, whenever a contractor fails to bring a suit against the awarding body for recovery of wages and penalties that are withheld pursuant to Labor Code Section 1727 within ninety (90) days after the completion of the contract and formal acceptance of the job.

If suit is brought against the awarding body within the ninety (90) day period and formal notice thereof is given to the awarding body within the ninety (90) day period, either by service of summons or by registered mail which is received within the ninety (90) day period, the wages and penalties shall be retained by the awarding body pending the outcome of the suit, and be forwarded to the Labor Commissioner for disbursement pursuant to Labor Code Section 1775 if the contractor does not prevail in the action. Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Labor Code Section 96.7. Penalties shall be paid into the General Fund.

Notwithstanding any other provision of law, the time for action by the contractor or his or her assigns for the recovery of wages or penalties is limited to the 90-day period and suit on the contract for alleged breach thereof in not making the payment is the exclusive remedy of the contractor or his or her assignees with reference to those wages or penalties.

Suit may be brought by Contractor or his or her assignee without permission from the state or other authority and is limited to the recovery of the wages and penalties without prejudice to the contractor's or assignee's rights in regard to other matters affecting the contract. No other issues shall be presented to the court in the case and the burden shall be on the contractor or his or her assignee to establish his or her right to wages or penalties withheld. The Division of Labor Standards Enforcement may intervene in any court proceeding brought pursuant to this section. In case the action is not commenced, and actual notice thereof received by the awarding body within the 90-day period, the action shall be dismissed on motion of the awarding body or the Division of Labor Standards Enforcement. The Division of Labor Standards Enforcement may, upon written request of any awarding body, assist in the defense of the action.

### 10-3 FINAL ESTIMATE AND PROGRESS PAYMENT

# 10-3.1 Final Estimate in Writing by Construction Manager

When the work has been completed to the satisfaction of Construction Manager, he shall make a final estimate of the total amount of work done and the amount to be paid therefor under the terms of the Contract. He shall then certify satisfactory completion of the work

to the District's Board of Directors.

# 10-3.2 Acceptance of Work by Board of Directors

The work shall be deemed accepted when the Board passes a minute order or adopts a resolution accepting the work of improvement.

# 10-3.3 Filing of Notice of Completion

Upon passage of a minute order or upon adoption of a resolution by the Board of Directors finding that the work has been completed according to the Contract and is accepted by District, the CEO shall file a Notice of Completion.

# 10-3.4 Approval of Final Payment by Compliance Coordinator and Board

The Construction Manager shall submit his final progress payment estimate as provided for in Section 10-3.1 of these General Provisions to the Compliance Coordinator with his certification of completion of the Contract, together with all invoices, claims, and other documents relating to the cost of the work. If all documents are in order, the Compliance Coordinator, in accordance with Government Code Section 61737.05, shall approve the claim and present the claim to the Board of Directors for approval, with the certification of the Construction Manager of completion of the Contract. Upon approval of the claim by the Board of Directors, the Compliance Coordinator shall pay the entire sum found to be due, after deducting therefrom all previous payments and all amounts to be retained under the provisions of the Contract when the final payment is due and payable. All prior progress estimates and payments shall be subject to correction in the final estimate and payment.

The retention withheld by the public entity shall be released no sooner than thirty-five (35) days after the date of recording of the Notice of Completion by the County of San Diego. In the event of a dispute between the public entity and the original contractor, the public entity may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For purposes of this section, "completion" means any of the following: The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, start up, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement; the acceptance of the public agency or its agents, of the work of improvement; or after the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of one hundred (100) days or more, due to factors beyond the control of the contractor.

#### 10-4 VENUE

In the event of any legal or equitable proceeding to enforce terms or conditions of this Contract, the parties agree that venue shall lie only in the state court having jurisdiction over the matter in the City of Fallbrook, California, or in a federal court having jurisdiction over the matter nearest to the District Office.

#### 10-5 ASSIGNMENT OF CLAYTON ACT AND CARTWRIGHT ACT CLAIMS

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

#### 10-6 PARTIAL INVALIDITY

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

#### 10-7 RESOLUTION OF CONSTRUCTION CLAIMS

### 10-7.1 Definitions

This section applies to all public works claims of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less which arise between a contractor and District.

This section shall not apply to any claims resulting from a contract between a contractor and District when District has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Government Code. This article applies only to contracts entered into on or after January 1, 1991.

- a. "Public Work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
- b. "Claim" means a separate demand by the contractor for (1) a time extension, (2) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by District.

### 10-7.2 Claim Requirements

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

- a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- b. For claims of less than fifty thousand dollars (\$50,000), District shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional

documentation supporting the claim or relating to defenses to the claim District may have against the claimant.

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

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

c. For claims of over Fifty Thousand Dollars (\$50,000) and less than or equal to Three Hundred Seventy-Five Thousand Dollars (\$375,000), District shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim District may have against the claimant. If additional information is required, it shall be requested and provided upon mutual agreement of District and the claimant.

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

- d. If the claimant disputes District's written response, or District fails to respond within the time prescribed, the claimant may so notify District, in writing, either within fifteen (15) days of receipt of District's response or within fifteen (15) days of District's failure to respond within the time prescribed, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, District shall 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, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits the written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900), and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

#### 10-7.3 Procedures to Resolve Claims

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

- a. Within sixty (60) days, but not earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement, unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.
- b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

#### 10-7.4 Payment of Approved Claims

District shall pay money as to any portion of a claim that is undisputed except as otherwise provided in the contract. In any suit filed under California Public Contract Code Section 20104.4, District shall pay interest at the legal rate on any arbitration award or judgment.

#### **PART III - SPECIAL PROVISIONS**

#### **SECTION 1 - SPECIAL CONDITIONS**

#### 1-1 PROPOSAL REQUIREMENTS

#### 1-1.1 Authority for the Work

The Plans and Specifications were approved by the Board of Directors on June 9, 2024.

#### 1-1.2 Scope of Work

The work to be done under these Specifications consists of performing all operations and furnishing all materials necessary or appurtenant to the construction and completion of all work as herein specified and in accordance with the Plans.

#### 1-1.3 Proposals

Proposals (Bids) shall be sealed in an envelope marked **Fallbrook Regional Health District** and addressed to the CEO of the District. Said proposal shall be delivered to the District 138 S. Brandon Road, Fallbrook California, no later than 3:00 p.m. on December 11, 2024.

#### 1-2 AWARD OF CONTRACT OR REJECTION OF BIDS

#### 1-2.1 Award of Contract or Rejection of Bids - Time

District shall have a period of sixty (60) calendar days after the opening of the bids within which to accept or reject the bids.

#### 1-3 SPECIAL CONDITIONS

#### 1-3.1 <u>Time of Completion</u>

The Contractor shall complete the entire work within 30-60 calendar days from the date specified on the "Notice to Proceed."

#### 1-3.2 Variation in Quantities

District does not expressly or by implication represent or agree that the actual amount of work or material to be performed or furnished under this Contract will correspond with the estimated quantities. It is conclusively presumed that the bid of Contractor is based on the amount of work to be performed and material to be supplied to complete the work of improvement determined by independent investigation of Contractor made to prepare his bid. Change Orders or extras will not be granted for additional quantities of work or material due to the failure of the Contractor to correctly estimate quantities of work and material required. The Contractor shall perform work and provide material for changes ordered at unit prices set forth in his bid unless he can show a change of circumstances requiring modification of such unit prices. All stationing is approximate, and Contractor should satisfy himself of the actual station locations from field conditions and by consulting with the Engineer.

#### 1-3.3 Contractor's Representative at the Job Site

Contractor shall designate a full-time "superintendent" of the project who shall be fully authorized to represent Contractor and to whom the Construction Manager may make known decisions, instructions, interpretations, and with whom either the Construction Manager or his authorized representative can carry on negotiations relating to the work. In addition, at each site within the project, the Contractor shall at all times when work is actually taking place, have a foreman who is knowledgeable and fully qualified to oversee those trades involved in accomplishing that portion of the work.

#### 1-3.3.1 Communications

Contractor shall furnish and pay for a mobile communications system that will allow full-time communications between the various project locations, the project superintendent, and the District Office. Contractor shall also furnish a list of 24-hour telephone numbers for District's use in contacting Contractor or his representatives during non-working hours. District will furnish to Contractor 24-hour telephone numbers for District representatives during non-working hours. All telephone numbers shall be kept current and in service throughout the entire life of the contract.

#### 1-3.4 Transportation Facilities

Contractor shall make his own investigation of the conditions of existing roads affecting transportation, ingress and egress of the job site.

#### 1-3.5 Layout of Work

OMITTED

#### 1-3.6 Geotechnical Investigation and Observation

**OMITTED** 

#### 1-3.7 <u>Measurement</u>

For progress payments the Construction Manager shall make such determinations as needed to verify the Contractor's estimate of the amount of work performed. All final measurements of quantities for payment for items of work will be described in the various sections of the Technical Specifications. All payments to the Contractor for the entire work will be made for the items bid. No separate payment will be made for the requirements and activities described in the Special Conditions, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor and included in the prices bid. Contractor invoices shall set forth the charges for work performed in a manner conforming in form and content to the Bid Schedule. Failure to present invoices in this manner will result in delay until District can obtain approval for payment of a corrected invoice.

#### 1-3.8 Maintenance of Traffic

The Contractor shall conduct his operations so as to cause the least obstruction and inconvenience to public traffic. The Contractor shall be responsible for preparing an informal traffic control and detour plan, to be submitted to the District for review no later than 10 working days before the actual proposed start of work, as shown in the Contractor's schedule. Notification of construction shall be posted a minimum of 7 days prior to start of work. Contractor shall provide and maintain all necessary detour signs.

Contractor shall also be responsible for safely directing traffic within the intersections at each end of each section so that required construction can be completed within the intersections.

#### 1-3.8.1 Traffic Control

The Contractor shall furnish and maintain adequate barriers, flashing arrow boards, and other traffic control devices, properly trained and equipped personnel, radio communications, pilot cars, remote controlled traffic signals and other materials and equipment, all in accordance with the "Work Area Traffic Control Handbook" ("W.A.T.C.H. Manual"), current edition, published by BNI Books, Los Angeles, California, throughout the project to adequately warn of the construction work and control traffic through the work area.

#### 1-3.9 Regional Notification Center

Contractor, except in an emergency, shall contact the appropriate regional notification center (800/422-4133) at least two working days prior to commencing any excavation, if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known to contain subsurface installations other than the underground facilities owned or maintained by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor, unless such an inquiry identification number has been assigned to the Contractor, or any subcontractor of the Contractor, and the District has been given the identification number by the Contractor.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake or other soil or geologic movements, as well as such occurrences as riot, accident or sabotage. (Government Code Section 4215.5.)

Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure. (Government Code Section 4215.5.)

#### 1-3.10 Protection of Existing Facilities

Contractor is to protect all existing facilities. Any damage to roadways, utilities, or other facilities shall be repaired by Contractor at no expense to District.

#### 1-3.11 Facilities or Property within Right-of-Way

#### 1-3.11.1 Private Property

Private property including, but not limited to trees, irrigation facilities, fences, driveways and appurtenant structures exist within the road right-of-way within the project area. Wherever possible Contractor shall avoid damage or disturbance of private property. Where work requires removal of or damage to such private property, other than is shown in bid documents, Contractor shall immediately advise Construction Manager; work at the site shall not proceed without express instructions from Construction Manager.

#### 1-3-11.2 Public Utility Property

Property of public utilities may exist within road right-of-way. Work adjacent to such property shall be accomplished in accordance with the owner of the utility. Where the work requires removal or relocation of the property, Contractor shall immediately contact the Construction Manager who will contact the owner of the utility and shall not proceed with the work without the express approval of the Construction Manager. Short time termination of services or temporary relocation shall be arranged with users, in writing, prior to disconnection

#### 1-3.12 Water for Construction Purposes

The Contractor shall obtain water for construction purposes from the Company which serves the area. Obtaining water and all related permits, costs, transport, etc., are the Contractor's responsibility.

#### 1-4 EXCAVATIONS ADJACENT TO OR CROSSING UTILITIES

Excavations that are adjacent to or cross other pipelines and/or utilities shall be accomplished in accordance with the requirements of the owner of the pipeline or utility. The following are some of the agencies that are to be contacted to provide advance planning and contacted again at least 72 hours in advance of construction.

Contact Underground Service Alert (800/227-2600) 48 hours prior to starting work. Be prepared to furnish USA receipt numbers representing all work areas to District Inspector upon request.

#### 1-5 EXCAVATIONS BELOW FOUR FEET

If any work required by contract includes digging trenches or other excavations extending deeper than four feet below the surface, Contractor shall promptly, before the following conditions are disturbed, notify owner in writing of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law;
- (2) Subsurface or latent physical conditions at the site differing from those indicated;
- (3) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Nothing in this Section is intended to relieve the Contractor of his responsibility to carefully examine the Contract Documents and the site where the work is to be performed; to familiarize himself with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that may affect the performance of any work; to study all surveys and investigation reports about subsurface and latent physical conditions pertaining to the job site; to perform such additional surveys and investigations as the Contractor deems necessary to complete the work at his bid price; and to correlate the results of all such data with the requirements of the Contract Documents.

If the Owner determines that hazardous waste exists or that conditions exist which Contractor could not discover through the investigations required by the preceding paragraph, the Owner shall notify the Contractor and the Contractor may request a Change Order in accordance with Part II, Section 4-2 of the General Provisions. Nothing in this section shall relieve the Contractor of the obligation to pay all fees and costs associated with removal and cleanup of any hazardous waste used at or brought to the job site by the Contractor as specified in Part II, Section 4-5 of the General Provisions, nor shall this section relieve Contractor of the responsibility for site conditions discoverable by any investigation required by the preceding paragraph.

In the event that a dispute arises between the Owner and the Contractor involving hazardous waste or with respect to site conditions which differ materially from those the Contractor could or should have discovered by the investigations required by this Contract, the Contractor shall not be excused from the scheduled completion date provided in the Contract Documents. Contractor and shall proceed with all work in the manner and in the time required by the Contract Documents.

In the event that hazardous material is discovered, the District shall have the option to terminate the Contract subject to the provisions on termination contained in Part II, Section 8.

#### 1-6 RECORDS AND DOCUMENTATION FOR PAYMENT

#### 1-6.1 Payment Vouchers

Contractor shall maintain and submit all records pertaining to labor costs in the manner and form required by District. In addition, certified payroll forms must accompany all requests for payment. Receipt of requests for payment will not be considered until all necessary documentation is provided. (See Sections 10-2.2 and 10-2.3 of the General Provisions.)

#### 1-6.2 Payment

Payment will only be made for those items listed in the Bid Schedule in Part I, Section 3. All other work, labor, materials, tools, and equipment required to complete the project shall be considered as included in the most closely related item in the Bid Schedule, and no additional allowance will be made therefore.

Payment of an undisputed contract amount is contingent upon the Contractor furnishing the public entity with a release of all claims against the public entity arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

#### 1-6.3 Government Agency Accounting

In the event funding for this Contract is dependent upon audit and approval of any government or private agency, Contractor shall maintain all records required to support documentation of claims for payment. Contractor shall submit to any audit requirements of the funding agency concerning this Contract, and Contractor shall promptly submit all required documentation to support any request of District for funding, reimbursement, or approval of the granted funds.

#### **SECTION 2 - CONSTRUCTION DETAILS**

#### 2-1 GENERAL REQUIREMENTS

#### 2-1.1 Standard Specifications

The term "Standard Specifications" shall mean the "Standard Specifications for Public Works Construction", current edition, popularly known as the "Green Book" published by Building News, Inc., 3055 Overland Avenue, Los Angeles, CA 90034, (213) 870-9871.

#### 2-1.2 Description of Work

The Work to be done consists of furnishing all labor, materials, tools and equipment necessary to complete:

# THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION RD, FALLBROOK, CALIFORNIA

Renovation of two multipurpose rooms to include a new folding partition wall, build out of a new preparation room, hallway, storage room, and renovation of existing (2) multi-stall restrooms to be replaced with new (2) single user/non-gender restrooms, as well as remodeling of two exterior restrooms

#### **Construction Details:**

Scope of Work / Plans and Specifications are Attached to these Contract Documents as **EXHIBIT "A"** and incorporated herein.

#### **EXHIBIT "A"**

#### PROJECT DESCRIPTION:

# THE MULTIPURPOSE ROOM, RESTROOMS, PREP ROOM AND STORAGE ROOM REMODEL LOCATED AT 1636 E. MISSION RD, FALLBROOK, CALIFORNIA

Renovation of two large multipurpose rooms to remove the separator wall and include a new folding partition wall, build out of a new preparation room, hallway, storage room, and renovation of existing (2) multi-stall restrooms to be replaced with new (2) single user/non-gender restrooms. As well as remodeling of two exterior multi-stall restrooms.

		ABBREVIATI	IONS					
A.B. A.C. A/C ACOUS. A.A. ADJ. A.F.F. ALUM. ANOD. A.P. AUTO. ARCH.  BD. BIT. BLDG. BLK(G). B.N. B.O. BOT(T). B.S. BTW.  CAB. C.B. CEM. C.F. C'FLASH	ANCHOR BOLT ASPHALT CONCRETE AIR CONDITIONING ACOUSTIC(AL) AREA DRAIN ADJACENT ABOVE FINISH FLOOR ALUMINIUM ANODIZED ACCESS PANEL AUTOMATIC ARCHITECTURAL BOARD BITUMINOUS BUILDING BLOCKING BOUNDARY NAIL BOTTOM OF BOTTOM BOTH SIDES BETWEEN  CABINET CATCH BASIN CEMENT CUBIC FEET COUNTER FLASHING CAST IRON	F.H. FIRE HYDRANT FIN. FINISH FIXT. FIXTURE FLR. FLOOR FLASH FLASHING F.L. FLOW LINE FLUOR. FLUORESCENT F.O.C. FACE OF COLUMN F.O.M. FACE OF MASONRY F.O.S. FACE OF STUD FT FEET OR FOOT F.S. FLOOR SINK FTG. FOOTING FUR(R). FURRING  GA. GAUGE GALV. GALVANIZED G.I. GALVANIZED IRON GYP. GYPSUM H.B. HOSE BIBB H.C. HOLLOW CORE HDBD. HARD BOARD HDR. HEADER HDW. HARDWARE HDWD. HARDWOOD H.M. HOLLOW METAL HORZ. HORIZONTAL I.D. INSIDE DIAMETER	PLYWD. P.T. PRESSURE TREATED  R. RISER RAD. RADIUS R.A.G. RETURN AIR GRILLE R.D. ROOF DRAIN RDWD. REDWOOD REF. REFR. REFRENCE REFR. REFRIGERATOR REG. REG. REGISTER REINF. REINFORCED REQUD RES'L RESILIENT RM. ROOM R.O. ROUGH OPENING R.O.W. RIGHT-OF-WAY R.S. RESAWN  S.A.G. SUPPLY AIR GRILLE S.A.R. SUPPLY AIR REGISTER S.C. SOLID CORE SCHED. S.A. STORM DRAIN SECT. SECTION S.F. SQUARE FEET SHT. SHEET SHTG. SIM. SIMILAR			ALLBROOK TH & WELLNESS CEN  1636 E. MISSION RD, FALLBROOK, CA 92028		ordesign design
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sions and conditions on job site shall be verified prior to beginning of construction and shall immediately report any and all discrepancies CTG. CO.O.C. C.C. C.C. C.C. C.C. C.C. C.C.	CLEAR CLEAN OUT CENTERLINE OF COLUMN COLUMN CONCRETE CONDITION CONTINUOUS CONTRACTOR ONSTRUCTION CORRIDOR COUNTERSINK CERAMIC TILE CUBIC YARD  DEPARTMENT DETAIL DOUGLAS FIR OR DRINKING FOUNTAIN DIAMETER DIMENSION DISPENSER DOWN DOWNSPOUT DRAWING  EACH EXHAUST AIR GRILLE EXPANSION JOINT ELEVATION ELECTRIC(AL) EMERGENCY EDGE NAIL ELECTRICAL PANEL EQUIPMENT EACH SIDE ELECTRIC WATER COOLER EXISTING EXTERIOR  FIRE ALARM FLOOR DRAIN FIRE DEPT. CONNECTION FIRE EXTINGUISHER FACTORY FINISH OR FINISH FACE	JST. JOINT  KIT KITCHEN  LAV. LAVATORY LB. POUND LB. LAG BOLT LT. LIGHT  (M) MODIFIED  MAS. MASONRY  MATL. MATERIAL  MAX. MAXIMUM  M.B. MACHINE BOLT  MECH. MECHANICAL  MEMB. MEMBRANE  MET. METAL  MFR. MANUFACTURER  M.H. MANHOLE  MIN. MINIMUM  MISC. MISCELLANEOUS  M.O. MASONRY OPENING  M.R. MOISTURE RESISTANT  MID. MOUNTED  MULL. MULLION  (N) NEW  N.A.P. NOT A PART  N.I.C. NOT IN CONTRACT  NO. NUMBER  NOM. NOMINAL  N.T.S. NOT TO SCALE  O.C. ON CENTER  O.F.D. OVERFLOW DRAIN  OFC. OFFICE  OPING  OPP. OPPOSITE  PART. PARTICLE  PARTN PARTITION  P.L. PROPERTY LINE OR PLATE  PLAS. PLASTER  P.O.C. POINT OF CONNECTION  PR. PAIR	SQ. SQUARE S.S. STAINLESS STEEL STOR. STORAGE STRUCT. STRUCTURAL SUSP. SUSPENDED  T.C.F.O. TEMPORARY CERTIFICATE OF OCCUPANCY T. TREAD T.O.C. TOP OF CURB TELLE) TELEPHONE T.O.F. TOP OF FOOTING TAG TONGUE AND GROOVE THK. THICK T.N. TOE NAIL T.O. TOP OF T.O.P. TOP OF PARAPET T.O.S. TOP OF SHEATHING T.O.W. TOP OF WALL T.O.TR. TOP OF TRELLIS TYP. TYPICAL  U.O.N. UNLESS OTHERWISE NOTED UR. URINAL  VERT. VERTICAL VEST. VESTIBULE VCT. VINYL COMPOSITION TILE V.T.R. VENT THRU ROOF V.I.F. VERRY IN FIELD  W/ WITH WAIN. WAINSCOT W.C. WATER CLOSET W.D. WOOD W.D. WINDOW W.H. WATER HEATER W.M. WATER HEATER W.M. WATER RESISTANT W.W.M. WELDED WIRE MESH  < ANGLE @ AT @ DIAMETER OR ROUND	PROJECT ADDRESS:  APN#: LEGAL DESCRIPTION:  ZONING DESIGNATION: OVERLAY ZONE: PROPOSED PROJECT: STORIES:  TYPE OF CONSTRUCTION: BUILDING AREA: PROPOSED T.I. FLOOR AREA:  YEAR BUILDING CONSTRUCTED: EXISTING USE: PROPOSED USE: OCCUPANCY CLASSIFICATION:  PROJECT DIREC	1636 E. MISSION RD, FALLBROOK, CA 92028  760-197-04-00  PUBLIC LAND SEC18-9-3W*SEQ*LEASE IN 12,060 SQ FT IN  -  EXISTING BUILDING: 1 STORY [NO CHANGE] PROPOSED T.I.: 1 STORY [NO CHANGE] TYPE VB, FULLY SPRINKLERED ±7,500 SF 7,500 SF (INTERIOR T.I.)  - HEALTH & WELLNESS CENTER HEALTH & WELLNESS CENTER B	EXISTING (2) MULTI-STALL RESTROOMS ON EAST WING TO BE DEMOLISHED AND REPLACED WITH NEW (2) SINGLE-USER / NON-GENDER RESTROOMS (75 SF EACH), NEW STORAGE ROOM (125 SF), NEW HALL (75 SF) ACCESS TO NEW SINGLE-USER RESTROOMS AND NEW PEP ROOM (125 SF)  EXISTING (2) MULTI-STALL RESTROOMS ON WEST WING TO BE REMODELED (370 SF)  NEW PLUMBING FIXTURES AND ACCESSORIES  NEW INTERIOR FINISHES  NEW NON-LOAD BEARING WALLS  DEMO EXISTING PARTITION WALL AND REPLACE WITH NEW FOLDING PARTITION WALL	GENERAL T0.0 TITLE SHEET T1.1 GENERAL NOTES T1.2 ACCESSIBILITY NOTES T1.3 ACCESSIBILITY NOTES T1.4 ACCESSIBILITY NOTES T1.5 ACCESSIBILITY NOTES T1.6 ACCESSIBILITY NOTES T1.7 ACCESSIBILITY NOTES T2.0 CAL GREEN NOTES T2.1 CAL GREEN NOTES T2.2 CAL GREEN NOTES T2.2 CAL GREEN NOTES T0.0 GENERAL NOTES T0.0 GENERAL NOTES T0.0 GENERAL NOTES T0.0 ENLARGED RESTROOM PLANS AND ELEVATIONS - GENDER NEUTRAL ID0.1 ENLARGED RESTROOM PLANS AND ELEVATIONS - MULTI STALL	FALLBROOK, CA 92028  FALLBROOK, CA 92028
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reproduction of these drawings i	AA>	WINDOW IDENTIFICATION  KEYNOTE  MATERIAL/FINISH TYPE DESIGNATION	DETAIL: DETAIL IDENTIFICATION SHEET WHERE DETAIL DRAWN			CURRENT GOVERNING CODES  ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE LOCAL FIRE MARSHALL, THE COUNTY OF SAN DIEGO BUILDING OFFICIALS AND UTILITY COMPANIES FURNISHING SERVICES. NOTHING IN THE PLANS O SPECIFICATIONS SHALL BE CONSTRUCTED AS PERMITTING WORK THAT IS NOT IN CONFORMANCE WITH APPLICABLE CODES OR REGULATIONS. CODES GOVERNING THIS WORK INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:  • THE 2022 CALIFORNIA BUILDING (CBC) IS BASED ON THE 2021 IBC, BUT	OR  1636 E. MISSION RD  20AD	DESCRIPTION  SET – NOT FOR CONSTRU
Any	<del>-</del>	(SHOWN ON EXTERIOR ELEVATIONS)  REFERENCE POINT: CONTROL POINT, DATUM POINT, WORK POINT, POINT OF CONNECTION	F.F. FINISHED FACE DIMENSION  CENTERLINE DIMENSION  F.O.S. FACE OF STUD, MASONRY, CONCRETE, ETC.			<ul> <li>INCLUDES NUMEROUS STATE OF CALIFORNIA AMENDMENTS.</li> <li>THE 2022 CALIFORNIA ELECTRICAL CODE (CEC) IS BASED ON THE 2020 NEC WITH STATE OF CALIFORNIA AMENDMENTS.</li> <li>THE 2022 CALIFORNIA MECHANICAL CODE (CMC) IS BASED ON THE 2021 UMC WITH STATE OF CALIFORNIA AMENDMENTS.</li> <li>THE 2022 CALIFORNIA PLUMBING CODE (CPC) IS BASED ON THE 2021 UPC WITH STATE OF CALIFORNIA AMENDMENTS.</li> <li>THE 2022 CALIFORNIA ENERGY CODE.</li> </ul>	CONVERTIBLE LANE  GUM TREE LANE	Bid Issue Date: 10/23/24  Date: 10/23/24  Scale: AS NOTED  Project No.
		REVISION: CLOUD AROUND CHANGE WITH DELTA	ROOF PITCH (SHOWN ON EXTERIOR ELEVATIONS)			<ul> <li>THE 2022 CALIFORNIA FIRE CODE</li> <li>THE 2022 CALIFORNIA AMENDMENTS AMERICANS WITH DISABILITIES ACT (CALIFORNIA BUILDING CODE - CHAPTER 11)</li> <li>THE 2022 CALIFORNIA GREEN BUILDING STANDARDS</li> <li>THE 2022 CALIFORNIA EXISTING BUILDING CODE</li> <li>ASSOCIATED CITY OF FAIR OAKS AMENDMENTS</li> <li>THESE PLANS AND ALL NEW WORK SHALL COMPLY WITH THE CALIFORNIA BUILDING STANDARDS CODE FOUND IN THE STATE OF CALIFORNIA - TITLE 24 CCR AS AMENDED AND ADOPTED BY THE COUNTY OF SAN DIEGO.</li> <li>REQUIREMENTS OF CODES AND REGULATIONS SHALL BE CONSIDERED AS MINIMUM. WHERE CONTRACT DOCUMENTS EXCEED W/O VIOLATING CODE AND REGULATION REQUIREMENTS, CONTRACT DOCUMENTS SHALL TAKE PRECEDENCE. WHERE CODES CONFLICT, THE MORE STRINGENT SHALL APPLY.</li> </ul>	N. STAGE COACH LANE  SKY VISTA WAY  VICINITY MAP  NOT TO SCALE	Sheet Title:  TITLE SHEET  Sheet No.:

FOR CONSTRCUTION

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- 3. DECORATIVE MATERIALS SHALL BE MAINTAINED IN A FLAME-RETARDANT CONDITION.
- 4. AT LEAST ONE FIRE EXTINGUISHER WITH A MINIMUM RATING OF 2-A-10B:C SHALL BE PROVIDED WITHIN 75 FEET MAXIMUM TRAVEL DISTANCE FOR EACH 6,000 SQUARE FEET OR PORTION THEREOF ON EACH FLOOR. 2022 CFC 906.
- 5. PROVIDE AN APPROVED MANUAL/AUTOMATIC FIRE ALARM SYSTEM. PLANS FOR THE FIRE ALARM SYSTEM SHALL BE SUBMITTED TO THE FIRE DEPARTMENT JURISDICTION FIRE PREVENTION BUREAU PRIOR TO INSTALLATION. 2022 CFC SECTION 901.
- 6. A FIRE EXTINGUISHER LISTED AND LABELED FOR CLASS K FIRES SHALL BE INSTALLED WITHIN 30 FEET OF COMMERCIAL FOOD HEAT-PROCESSING EQUIPMENT.
- 7. ALL VALVES CONTROLLING THE WATER SUPPLY FOR AUTOMATIC SPRINKLER SYSTEMS AND WATER-FLOW SWITCHES ON ALL SPRINKLER SYSTEMS SHALL BE ELECTRICALLY MONITORED WHERE THE NUMBER OF SPRINKLERS IS MORE THAN 6.
- 8. FIRE-EXTINGUISHING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH CBC 904 AND COMPLY WITH CFC STANDARDS.
- 9. ALL FIRE ALARM SYSTEMS SHALL BE IN ACCORDANCE WITH 2022 CFC SEC 907.
- 10. ANY ROOM HAVING AN OCCUPANT LOAD OF 50 OR MORE PERSONS WHERE FIXED SEATS ARE NOT INSTALLED, AND WHICH IS USED FOR ASSEMBLY, CLASSROOM, DINING, DRINKING, OR SIMILAR PURPOSES, SHALL HAVE THE MAXIMUM CAPACITY OF THE ROOM POSTED ON AN APPROVED SIGN IN A CONSPICUOUS PLACE NEAR THE MAIN EXIT FROM THE ROOM. SHOW SIGN DESIGN AND LOCATION ON THE PLANS.
- 11. ANYTIME A BUILDING IS OCCUPIED. THE MEANS OF EGRESS SHALL BE ILLUMINATED AT AN INTENSITY OF NOT LESS THAN 1 FOOTCANDLE AT THE FLOOR LEVEL.
- 12. EGRESS ILLUMINATION REQUIRES A SOURCE OF EMERGENCY POWER ANYTIME TWO OR MORE EXITS ARE REQUIRED. FOR AN A-2 OCCUPANCY: WHEN OCC. LOAD IS 50 OR MORE PERSONS.
- 13. PROVIDE AN APPROVED FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH NFPA 13. PLANS FOR THE INSTALLATION OR MODIFICATION OF THE SPRINKLER SYSTEM SHALL BE SUBMITTED FOR APPROVAL TO CSFM PRIOR TO INSTALLATION. 2022 CFC SECTION 903.
- 14. INTERIOR FINISHES AND COMBUSTIBLE DECORATIVE MATERIALS SHALL COMPLY WITH 2022 CFC SECTION 801
- 15. COMPLETE PLANS AND SPECIFICATIONS FOR FIRE ALARM SHALL BE SUBMITTED TO THE FIRE DEPARTMENT JURISDICTION SERVICES FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION (2022 CFC 907.1.1.).
- 16. LOCATIONS AND CLASSIFICATIONS OF EXTINGUISHERS SHALL BE IN ACCORDANCE WITH 2022 CFC 906 AND CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 19.
- 17. DURING CONSTRUCTION, AT LEAST ONE EXTINGUISHER SHALL BE PROVIDED ON EACH FLOOR LEVEL AT EAH STAIRWAY, IN ALL STORAGE AND CONSTRUCTION SHEDS, IN LOCATIONS WHERE FLAMMABLE OR COMBUSTIBLE LIQUIDS ARE STORED OR USED, AND WHERE OTHER SPECIAL HAZARDS ARE PRESENT PER CFC SECTION 3315.1.
- 18. COMPLETE PLANS AND SPECIFICATION FOR ALL FIRE EXTINGUISHER SYSTEMS INCLUDING AUTOMATIC SPRINKLER AND STANDPIPE SYSTEMS INCLUDING AUTOMATIC SPRINKLER AND STANDPIPE SYSTEMS AND OTHER SPECIAL FIRE EXTINGUISHING SYSTEMS AND RELATED APPURTENANCES SHALL BE SUBMITTED TO THE FIRE DEPARTMENT JURISDICTION FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. 2022 CFC SECTIONS, 105.4.1, 107.2.1 AND 901.2
- 19. IN BUILDINGS THAT REQUIRE STANDPIPES, STANDPIPES SHALL BE PROVIDED DURING CONSTRUCTION WHEN THE HEIGHT REACHES 40 FEET ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT VEHICLE ACCESS. A FIRE DEPARTMENT CONNECTION SHALL BE NO MORE THAN 100 FEET FROM AVAILABLE FIRE DEPARTMENT VEHICLE ACCESS ROADWAYS.
- 20. BUILDINGS UNDERGOING CONSTRUCTION, ALTERATION, OR DEMOLITION SHALL CONFORM TO CFC CHAPTER 33. WELDING, CUTTING, AND OTHER HOT WORK SHALL IN CONFORMANCE WITH 2022 CFC CHAPTER 35.
- 21. KEY BOXES SHALL BE PROVIDED FOR ALL HIGH-RISE BUILDINGS, POOL ENCLOSURES, GATES IN THE PATH OF FIREFIGHTER TRAVEL TO STRUCTURES, SECURED PARKING LEVELS, DOORS GIVING ACCESS TO ALARM PANELS AND/OR ANNUNCIATORS, AND ANY OTHER STRUCTURES OR AREAS WHERE ACCESS TO AN AREA IS RESTRICTED.
- 22. ALL CODE REFERENCES ARE TO BE IN COMPLIANCE WITH THE HEALTH AND SAFETY CODE (HSC) SECTION 13145. CALIFORNIA CODE OF REGULATIONS (CCR), TITLE 19 AND TITLE 24,
- 23. FIRE DEPARTMENT INSPECTIONS AREA REQUIRED. SCHEDULE ALL INSPECTIONS 2 DAYS IN
- 24. A DETAILED LETTER CLEARLY IDENTIFYING ALL INTENDED USE(S) AND OPERATION(S) OF THE STRUCTURE(S) SHALL BE PROVIDED TO THE FIRE DEPARTMENT ALONG WITH THE SUBMITTALS.
- 25. IF ADDITIONS OF WALLS AND/OR OTHER TENANT IMPROVEMENTS OBSTRUCT OR EFFECT COVERAGE OR PERFORMANCE OF THE FIRE SPRINKLER SYSTEM AND/OR IF ANY MODIFICATION OF THE FIRE SPRINKLER SYSTEM IS NECESSARY, FIRE SPRINKLER TENANT IMPROVEMENT PLANS SHALL BE SUBMITTED TO CALIFORNIA STATE FIRE MARSHAL FOR APPROVAL PRIOR TO INSTALLATION.
- 26. EXIT DOOR SHALL SWING IN THE DIRECTION OF EXIT TRAVEL WHEN SERVING MORE THAN (50)
- 28. PROVIDE FIRE DEPARTMENT ACCESS TO THE FACILITY. "KNOX" KEY DEVICES ARE AVAILABLE FOR USE IN THE CITY. EXISTING BUILDING HAS APPROVED KNOX BOX LOCATION PER SHELL BUILDING PLANS.
- 29. PROVIDE KEYS TO FIRE DEPARTMENT TO PLACE IN KNOX BOX FOR EMERGENCY ACCESS. 2022 CALIFORNIA FIRE CODE CHAPTER 5 SECTION 506.2.
- 30. ELECTRICAL: ALL CIRCUIT BREAKERS SHALL BE LABELED TO CLEARLY INDICATE AREAS SERVED. THE MAIN ELECTRICAL SHUT-OFF SHALL BE IDENTIFIED WITH EITHER THE BUSINESS NAME OR THE BUSINESS ADDRESS. 2023 NFPA 70
- THE MAIN GAS SHUT-OFF TO THE BUILDING SHALL BE LABELED WITH EITHER THE BUSINESS NAME OR THE BUSINESS ADDRESS. PROTECTIVE STEEL POSTS FILLED WITH CONCRETE SHALL BE PLACED AROUND ALL METERS SUBJECT TO VEHICULAR TRAFFIC. CFC SECTION 304.1.
- 32. EXTERIOR FIRE SPRINKLER RISER, FIRE ALARM BELL AND KNOX BOX SHALL BE UNOBSTRUCTED AT ALL TIMES AND NOT PAINTED OVER.

31. NATURAL GAS:

- 33. NEW AND EXISTING BUILDINGS SHALL HAVE APPROVED ADDRESS NUMBERS, BUILDING NUMBERS OR APPROVED BUILDING IDENTIFICATION PLACED IN A POSITION THAT IS PLAINLY LEGIBLE AND VISIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. THESE NUMBERS SHALL CONTRAST IN COLOR TO BACKGROUND. NUMBERS SHALL BE MINIMUM OF 4" HIGH WITH A MINIMUM STROKE WIDTH OF  $\frac{1}{2}$  INCH. CFC SECTION 505.1.
- 34. STORAGE OF "HAZARDOUS MATERIALS" OR "HIGH PILED STORAGE" IS NOT PROPOSED.
- 35, PER CFC 506.1, WHERE ACCESS TO OR WITHIN A STRUCTURE OR AN AREA IS RESTRICTED BECAUSE OF SECURED OPENINGS OR WHERE IMMEDIATE ACCESS IS NECESSARY FOR LIFE-SAVING OR FIRE-FIGHTING PURPOSES, THE FIRE CODE OFFICIAL IS AUTHORIZED TO REQUIRE A KEY BOX TO BE INSTALLED IN AN APPROVED LOCATION. THE KEY BOX SHALL CONTAIN KEY(S) TO GAIN NECESSARY ACCESS AS REQUIRED BY THE FIRE CODE OFFICIAL

- 36. REQUESTS FOR INSPECTIONS SHALL BE MADE 48 HOURS IN ADVANCE. INSPECTIONS SHALL BE MADE ONCE WORK IS COMPLETE, UTILIZING APPROVED AND STAMPED PLANS. CONTRACTOR SHALL BE REQUIRED TO HAVE THE APPROVED PLANS ON SITE PER CODE.
- 37. FIRE DEPARTMENT ACCESS FOR USE OF FIREFIGHTING EQUIPMENT SHALL ALWAYS BE PROVIDED TO THE IMMEDIATE JOB CONSTRUCTION SITE AT THE START OF CONSTRUCTION AND MAINTAINED UNTIL CONSTRUCTION AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETED. ACCESS TO EACH PHASE OF DEVELOPMENT SHALL BE TO THE SATISFACTION OF THE CITY ENGINEER AND/OR CITY FIRE MARSHAL.
- 38. PRIOR TO DELIVERY OF COMBUSTIBLE BUILDING MATERIAL ON SITE, THE APPROVED VEHICLE ACCESS FOR FIREFIGHTING SHALL BE INSTALLED, SATISFACTORILY PASS ALL REQUIRED TESTS AND APPROVED BY THE CITY. ALL ACCESSES SHALL BE PROVIDED WITHIN 100' OF ALL FIRE DEPARTMENT CONNECTIONS. USE OF TEMPORARY VEHICLE ACCESS FOR FIGHTING MAY REQUIRE PLAN SUBMITTAL, REVIEW AND APPROVAL BY THE CITY.

## STORMWATER NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF ALL SILT & MUD ON ADJACENT STREET(S), DUE TO CONSTRUCTION VEHICLES OF ANY OTHER CONSTRUCTION ACTIVITY, AT THE END OF EACH WORK DAY, OR AFTER A STORM EVENT THAT CAUSES A BREECH IN INSTALLED CONSTRUCTION BMP'S WHICH MAY COMPROMISE STORM WATER QUALITY WITHIN ANY STREET(S). A STABILIZED CONSTRUCTION EXIT MAY BE REQUIRED TO PREVENT CONSTRUCTION VEHICLES OR EQUIPMENT FROM TRACKING MUD OR SILT ON TO THE STREET.
- 2. ALL STOCKPILES OF SOIL &/OR BUILDING MATERIALS THAT ARE INTENDED TO BE LEFT FOR A PERIOD GREATER THAN 7 CALENDAR DAYS ARE TO BE COVERED. ALL REMOVABLE BMP DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5 DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
- 3. A CONCRETE WASHOUT AREA SHALL BE PROVIDED ON ALL PROJECTS WHICH PROPOSE THE CONSTRUCTION OF ANY CONCRETE IMPROVEMENT WHICH ARE TO BE POURED IN PLACE ON SITE.
- 4. THE CONTRACTOR SHALL RESTORE ALL EROSION/SEDIMENT CONTROL DEVICES TO WORKING ORDER AFTER EACH RUN-OFF PRODUCING RAINFALL OR AFTER ANY MATERIAL BREECH IN EFFECTIVENESS.
- 5. ALL SLOPES THAT ARE CREATED OR DISTURBED BY CONSTRUCTION ACTIVITY MUST BE PROTECTED AGAINST EROSION AND SEDIMENT TRANSPORT AT ALL TIMES.
- 6. THE STORAGE OF ALL CONSTRUCTION MATERIALS AND EQUIPMENT MUST BE PROTECTED AGAINST ANY POTENTIAL RELEASE OF POLLUTANT INTO THE ENVIRONMENT.
- 7. STORM WATER FROM DOWNSPOUTS AND IMPERVIOUS AREAS SHALL BE DISPERSE ONTO LANDSCAPE.
- 8. THE PROJECT PROPOSED TO EXPORT 0 CUBIC YARDS OF MATERIAL FROM THIS SITE ALL EXPORT MATERIAL SHALL BE DISCHARGED TO A LEGAL DISPOSAL SITE. THE APPROVAL OF THIS PROJECT DOES NOT ALLOW PROCESSING AND SALE OF THE MATERIAL, ALL SUCH ACTIVITIES REQUIRE A SEPARATE CONDITIONAL USE PERMIT.

## **GENERAL NOTES**

### DESIGNER'S STATEMENT

1. OVERLAPPING & CONFLICTING REQUIREMENTS: WHERE COMPLIANCE WITH TWO OR MORE INDUSTRY STANDARDS OR SETS OF REQUIREMENTS IS SPECIFIED, AND OVERLAPPING OF THOSE DIFFERENT STANDARDS OR REQUIREMENTS ESTABLISHES CONFLICTING LEVELS OF QUALITY, THE MOST STRINGENT STANDARD SHALL BE ENFORCED, UNLESS SPECIFICALLY NOTED OTHERWISE. CONSULT WITH THE DESIGNER/ENGINEER BEFORE PROCEEDING.

2. MINIMUM QUALITY / QUANTITY: INTENDED AS MINIMUM FOR THE WORK TO BE PERFORMED OR PROVIDED. EXCEPT WHERE NOTED OTHERWISE, ACTUAL WORK MY EITHER COMPLY EXACTLY WITH THAT MINIMUM, OR MAY EXCEED THAT MINIMUM WITHIN REASONABLE LIMITS.

### NOTE TO CONTRACTOR:

WHERE CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS) ARE INCOMPLETE, AMBIGUOUS OR CONTAIN CONFLICTING INSTRUCTIONS, DO NOT PROCEED UNTIL RECEIVING CLARIFICATION FROM THE DESIGNER IN WRITING. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL BUILDING SYSTEMS, NEW AND EXISTING, ARE IN GOOD WORKING ORDER WHEN TURNED OVER TO THE OWNER.

#### **GENERAL**

- 1. THE SPECIFICATIONS, INCLUDED HEREWITH, ARE AN INTEGRAL PART OF THESE CONTRACT DOCUMENTS AND ALL CONDITIONS MENTIONED IN EITHER SHALL BE EXECUTED AS THOUGH SPECIFICALLY MENTIONED IN BOTH.
- 2. CONTRACTORS/SUBCONTRACTORS SHALL FIELD VERIFY ALL LOCATIONS, DIMENSIONS, AND CONDITIONS OF WALLS, DOORS, PLUMBING, MECHANICAL ELECTRICAL ITEMS, ETC. (WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS) PRIOR TO START OF CONSTRUCTION. CONTRACTOR TO ADVISE THE ARCHITECT OF ANY ADVERSE CONDITIONS OR DISCREPANCIES.

### **GENERAL CONSTRUCTION NOTES:**

- 1. ALL CONSTRUCTION AND PROCEDURES SHALL CONFORM TO ALL APPLICABLE CODES AS OUTLINED ON TITLE SHEET.
- 2. DO NOT SCALE DRAWINGS. IF DIMENSIONAL DISCREPANCIES OCCUR BETWEEN PLANS AND EXISTING CONDITIIONS, CONTACT ARCHITECT IMMEDIATELY TO RESOLVE CONFLICT PRIOR TO CONTINUATION OF WORK.
- 3. EXISTING WALLS WERE CONSTRUCTED WTIH OTHER PERMITS AND/OR CONTRACTS. FIELD VERIFY CONSTRUCTION AND WIDTH PRIOR TO FABRICATION OF DOOR FRAMES OR COMPONENTS WHICH REQUIRE THE WIDTH OF THE WALL TO BE SET
- 4. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS AND NOTIFY ARCHITECT WHEN THOSE CONDITIONS DIFFER FROM THE CONSTRUCTION DOCUMENTS.
- 5. ALL EXTERIOR DOORS AND WINDOWS SHALL BE FULLY WEATHER STRIPPED MANUFACTURED UNITS SHALL MEET ANSI AND TITLE 24 STANDARDS FOR AIR INFILTRATION.
- 6. ALL JOINTS AND PENETRATIONS IN THE BUILDING ENVELOPE SHALL BE CAULKED AND SEALED.
- 7. COORDINATE WITH ARCHITECT TO PROVIDE BLOCKING IN WALLS WHERE ACCESSORY ITEMS ARE INSTALLED TYPICAL: GRAB BARS, TOILET PAPER DISPENSERS, ETC.
- 8. REFER TO WALL TYPES AND CROSS-HATCHED AREAS ON FLOOR PLANS FOR LOCATIONS OF ONE-HOUR FIRE RATED PARTITIONS IF APPLICABLE
- 9. ALL DIMENSIONS SHOWN ARE TO FINISHED FACE OF WALL
- 10. FURNITURE AND MODULAR SYSTEMS FURNITURE ARE SHOWN FOR REFERENCE ONLY AND ARE NOT PART OF PROJECT SCOPE.
- 11. ALL PENETRATIONS THROUGH FIRE RATED PARTITIONS SHALL BE PROTECTED WITH A U.L. LISTED FIRE STOP SYSTEM.
- 12. ALL PENETRATIONS @ WALLS THAT HAVE SOUND INSULATION SHALL BE SEALED WITH NON-HARDENING ACOUSTICAL SEALANT.

## GREEN BUILDING CODE REQUIREMENTS:

## 1. DOCUMENTATION:

A BUILDING "SYSTEMS MANUAL" AS LISTED IN CGC SECTION 5.410.2.5 SHALL BE DELIVERED TO THE BUILDING OWNER OR REPRESENTATIVE AND THE REPRESENTATIVE AND THE FACILITIES OPERATOR. THE "SYSTEMS MANUAL" SHALL CONTAIN THE REQUIRED FEATURES LISTED IN CGC SECTION 5.410.2.5.1.

2. POLLUTANT CONTROL: DURING CONSTRUCTION, ENDS OF DUCT OPENINGS ARE TO BE SEALED, AND MECHANICAL EQUIPMENT IS TO BE COVERED. CGC 5.504.3.

3. POLLUTANT CONTROL:

VOC's MUST COMPLY WITH THE LIMITATIONS LISTED IN SECTION 5.504.4 AND TABLES 4.504.1, 5.504.4.1, 5.504.4.2, 5.504.4.3, AND 5.504.4.5 FOR: ADHESIVES, SEALANTS, PAINTS AND COATINGS, CARPET AND COMPOSITION WOOD PRODUCTS. CGC 5.504.4.

4. POLLUTANT CONTROL: MECHANICALLY VENTILATED BUILDINGS SHALL PROVIDE REGULARLY OCCUPIED AREAS WITH AIR FILTRATION MEDIA FOR OUTSIDE AND RETURN AIR THAT PROVIDES AT LEAST A MINIMUM EFFICIENCY REPORTING VALUE (MERV) OF 13. MERV 13 FILTERS SHALL BE INSTALLED PRIOR TO OCCUPANY. CGC SECTION 5.504.5.3.

5. POLLUTANT CONTROL: WHERE OUTDOOR AREAS ARE PROVIDED FOR SMOKING, SUCH AREAS ARE PROHIBITED WITHIN 25' OF BUILDING ENTRIES, WINDOWS AND OUTDOOR AIR INTAKES. SIGNAGE SHALL BE POSTED TO INFORM OCCUPANTS OF THE PROHIBITIONS. CGC SECTION 5.504.7.

6. ENVIRONMENTAL COMFORT: WALL AND FLOOR ASSEMBLIES SEPARATING TENANT SPACES 9AND TENANT SPACES FROM PUBLIC SPACES) SHALL HAVE AN STC OF AT LEAST 40. CGC SECTION 5.504.7.3.

7. ENVIRONMENTAL COMFORT:

WALL AND ROOF ASSEMBLIES EXPOSED TO NOISE SOURCES SHALL HAVE AN STC RATING OF AT LEAST 50, WITH EXTERIOR WINDOWS HAVING A MINIMUM STC OF 40 IN THE FOLLOWING LOCATIONS, PER CGC SECTION 5.507.4.1: a) WITHIN THE 65 CNEL NOISE-CONTOUR OF A FREEWAY, RAILROAD, OR INDUSTRIAL SOURCE, AS DETERMINED BY THE JURISDICTION'S NOISE ELEMENT OF THE GENERAL PLAN.

b) WITHIN THE 65 CNEL NOISE-CONTOUR OF AN AIRPORT.

8. OUTDOOR AIR QUALITY: INSTALLATIONS OF HVAC, REFRIGERATION AND FIRE SUPPRESSION SYSTEMS WILL NOT CONTAIN CFC's OR HALONS, PER CGC 5.508.1.

9. PRIOR TO FINAL INSPECTION THE LICENSED CONTRACTOR, ARCHITECT, OR ENGINEER IN RESPONSIBLE CHARGE OF THE OVERALL CONSTRUCTION MUST PROVIDE TO THE BUILDING DEPARTMENT OFFICIAL WRITTEN VERIFICATION THAT ALL APPLICABLE PROVISIONS FOR THE GREEN BUILDING STANDARDS CODE HAVE BEEN IMPLEMENTED AS PART OF THE CONSTRUCTION. CGC 102.3

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Bid Issue Date: 10/23/2

**REVISIONS** 

Project No. Sheet Title:

GENERAL NOTES

AS NOTED

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located in a toilet compartment.

11B-213.3.6 Bathing Facilities. Not Applicable.

11B-213.3.7 Coat Hooks & Shelves. Where coat hooks or shelves are provided in toilet rooms without toilet compartments, at least one of each type shall comply with Section 11B-603.4. Where coat hooks or shelves are provided in toilet compartments, at least one of each type complying with Section 11B-604.8.3 shall be provided in toilet compartments required to comply with Section 11B-213.3.1.

11B-214 Washing Machines & Clothes Dryers

11B-214.1 General. Not Applicable.

11B-215 Fire Alarm Systems & Carbon Monoxide Alarm Systems

11B-215.1 General. Where fire alarm systems and carbon monoxide alarm systems provide audible alarm coverage, alarms shall comply with Section

Exception: In existing facilities, visible alarms for fire alarm systems shall not be required except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.

11B-215.2 Public Use Areas. Alarms in public use areas shall comply with Chapter 9, Section 907.5.2.3.1.

11B-213.3.5 Mirrors. Where mirrors are provided, at least one shall comply with Section 11B-603.3.

11B-215.3 Employee Work Areas. Where employee work areas have audible alarm coverage, the wiring system shall be designed so that visible alarms complying with Chapter 9, Section 907.5.2.3.1, Exception can be integrated into the alarm system.

**11B-215.4 Transient Lodging.** Not Applicable.

11B-215.5 Residential Facilities. Not Applicable.

11B-216 Signs

11B-216.1 General. New or altered signs shall be provided in accordance with Section 11B-216 and shall comply with Section 11B-703. The addition of or replacement of signs shall not trigger any additional path of travel requirements.

**Exception:** Building directories, menus, seat and row designations in assembly areas, occupant names, building addresses, and company names and logos shall not be required to comply with Section 11B-216.

11B-216.2 Designations. Interior and exterior signs identifying permanent rooms and spaces shall comply with Sections 11B-703.1, 11B-703.2, 11B-703.3 and 11B-703.5. Where pictograms are provided as designations of permanent rooms and spaces, the pictograms shall comply with Section

11B-703.6 and shall have text descriptors complying with Sections 11B-703.2 and 11B-703.5. **Exception:** Exterior signs that are not located at the door to the space they serve shall not be required to comply with Section 11B-703.2.

11B-216.4.2 Areas of Refuge & Exterior Areas for Assisted Rescue. Not Applicable.

11B-216.4.3 Directional Signs. Signs required by Chapter 10, Section 1009.10 to provide directions to accessible means of egress shall comply with

11B-216.4.4 Delayed Egress Locks. Not Applicable.

11B-216.5 Parking. Signs identifying parking spaces and signs within parking facilities shall comply with Section 11B-216.5.

11B-216.5.1 Parking Spaces. Parking spaces complying with Section 11B-502 shall be identified by signs complying with Sections 11B-502.6 and

11B-216.5.2 Parking Facilities. Signs within parking facilities shall comply with Section 11B-216.5.2.

11B-216.5.2.1 Signs Intended for Use by Pedestrians. Signs intended for use by pedestrians within parking facilities, including directional or informational signs indicating parking sections or levels, shall comply with the requirements of Section 11B-216.

11B-216.5.2.2 Additional Signs. Signs within parking facilities containing parking spaces complying with Section 11B-502 shall comply with Section 11B-502.8.

**11B-216.6 Entrances.** In existing buildings and facilities where not all entrances comply with Section 11B-404, entrances complying with Section 11B-404 shall be identified by the International Symbol of Accessibility complying with Section 11B-703.7.2.1. Directional signs complying with Section 11B-703.5 that indicate the location of the nearest entrance complying with Section 11B-404 shall be provided at entrances that do not comply with Section 11B-404. Directional signs complying with Section 11B-703.5, including the International Symbol of Accessibility complying with Section 11B-703.7.2.1, indicating the accessible route to the nearest accessible entrance shall be provided at junctions when the accessible route diverges from the regular circulation path.

11B-216.7 Elevators. Where existing elevators do not comply with Section 11B-407, elevators complying with Section 11B-407 shall be clearly identified with the International Symbol of Accessibility complying with Section 11B-703.7.2.1. Existing buildings that have been remodeled to provide specific elevators for public use that comply with these building standards shall have the location of and the directions to these elevators posted in the building lobby on a sign complying with Section 11B-703.5, including the International Symbol of Accessibility complying with Section 11B-703.7.2.1.

11B-216.8 Toilet Rooms. Where existing toilet rooms do not comply with Section 11B-603, directional signs indicating the location of the nearest toilet room complying with Section 11B-603 within the facility shall be provided. Signs shall comply with Section 11B-703.5 and shall include the International Symbol of Accessibility complying with Section 11B-703.7.2.1. Where existing toilet rooms do not comply with Section 11B-603, the toilet rooms complying with Section 11B-603 shall be identified by the International Symbol of Accessibility complying with Section 11B-703.7.2.1. Existing buildings that have been remodeled to provide specific toilet rooms for public use that comply with these building standards shall have the location of and the directions to these rooms posted in or near the building lobby or entrance on a sign complying with Section 11B-703.5, including the International Symbol of Accessibility complying with Section 11B-703.7.2.1.

**11B-216.8.1 Geometric Symbols.** Geometric symbols complying with Section 11B-703.7.2.6 shall be provided at entrances to toilet and bathing rooms.

11B-216.9 TTYs. Not Applicable..

11B-216.10 Assistive Listening Systems. Not Applicable.

11B-216.11 Check-out Aisles. Not Applicable.

11B-216.12 Amusement Rides. Not Applicable

11B-217 Telephones

11B-217.1 General. Not Applicable

11B-218 Transportation Facilities

11B-218.1 General. Not Applicable

11B-219 Assistive Listening Systems

11B-219.1 General. Not Applicable.

11B-220 Automatic Teller Machines, Fare Machines & Point-of-Sale Devices

11B-220.1 Automatic Teller Machines & Fare Machines. Not Applicable.

11B-220.2 Point-of-Sale Devices. Where point-of-sale devices are provided, all devices at each location shall comply with Sections 11B-707.3, 11B-707.7.2, and 11B-707.9. Where point-of-sale devices are provided at check stands and sales and service counters required to comply with Sections 11B-227.2 and 11B-227.3, they shall comply with Sections 11B-707.2, 11B-707.3, 11B-707.7.2, and 11B-707.9.

Where a single point-of-sale device is installed for use with any type of motor fuel, it shall comply with Sections 11B-707.2, 11B-707.3, 11B-707.7.2, and 11B-707.9. Where more than one point-of-sale device is installed for use with a specific type of motor fuel, a minimum of two for that type shall comply with Sections 11B-707.2, 11B-707.3, 11B-707.7.2, and 11B-707.9. Types of motor fuel include, but are not limited to, gasoline, diesel,

Point-of-sale devices at electric vehicle charging stations required to comply with Section 11B-812 shall comply with Section 11B-812.10.3.

11B-221 Assembly Areas Not Applicable.

compressed natural gas, methanol, or ethanol.

11B-222 Dressing, Fitting & Locker rooms

11B-222.1 General. Where dressing rooms, fitting rooms, or locker rooms are provided, at least 5 percent, but no fewer than one, of each type of use in each cluster provided shall comply with Section 11B-803.

**Exception:** In alterations, where it is technically infeasible to provide rooms in accordance with Section 11B-222.1, one room for each sex on each level shall comply with Section 11B-803. Where only unisex rooms are provided, unisex rooms shall be permitted.

11B-222.2 Coat Hooks & Shelves. Not Applicable.

11B-222.3 Mirrors. Not Applicable

11B-223 Medical Care & Long-Term Care Facilities Not Applicable.

11B-224 Transient Lodging Guest Rooms, Housing at a Place of Education & Social Service Center Establishments Not Applicable.

11B-225 Storage

11B-225.1 General. Storage facilities shall comply with Section 11B-225.

11B-225.2 Storage. Where storage is provided in accessible spaces, at least one of each type shall comply with Section 11B-811.

11B-225.2.1 Lockers. Where lockers are provided, at least 5 percent, but no fewer than one of each type, shall comply with Section 11B-811.

11B-225.2.2 Self-Service Shelving. Self-service shelves shall be located on an accessible route complying with Section 11B-402. Self-service shelving shall not be required to comply with Section 11B-308.

11B-225.2.3 Library Book Stacks. Not Applicable.

11B-225.3 Self-Service Storage Facilities. Not Applicable.

11B-226 Dining Surfaces & Work Surfaces

11B-226.1 General. Where dining surfaces are provided for the consumption of food or drink, at least 5 percent of the seating spaces and standing spaces at the dining surfaces shall comply with Section 11B-902. In addition, where work surfaces are provided for use by other than employees, at least 5 percent shall comply with Section 11B-902.

Exceptions: 1. Sales counters and service counters shall not be required to comply with Section 11B-902. See Section 11B-227.

11B-226.2 Dispersion. Dining surfaces required to comply with Section 11B-902 shall be dispersed throughout the space or facility containing dining surfaces for each type of seating in a functional area. Work surfaces required to comply with Section 11B-902 shall be dispersed throughout the space or

11B-226.3 Dining Surfaces Exceeding 34 inches in Height. Where food or drink is served for consumption at a counter exceeding 34 inches in height, a portion of the main counter 60 inches minimum in length shall be provided in compliance with Section 11B-902.3.

11B-226.4 Baby Changing Tables. Baby changing tables shall comply with Sections 11B-309 and 11B-902. Baby changing tables when deployed shall not obstruct the required width of an accessible route except as allowed by Section 11B-307.2. Baby changing tables shall not be located in toilet compartments complying with Section 11B-604.8 within a multiple accommodation toilet facility.

11B-227 Sales & Service

11B-227.1 General. Where provided, check-out aisles, sales counters, service counters, food service lines, queues, and waiting lines shall comply with Sections 11B-227 and 11B-904

11B-227.2 Check-Out Aisles. Not Applicable.

11B-227.3 Counters. Where provided, at least one of each type of sales counter and service counter shall comply with Section 11B-904.4. Where counters are dispersed throughout the building or facility, counters complying with Section 11B-904.4 also shall be dispersed.

11B-227.4 Food Service Lines. Food service lines shall comply with Section 11B-904.5. Where self-service shelves are provided, at least 50 percent, but no fewer than one, of each type provided shall comply with Section 11B-308.

11B-227.5 Queues & Waiting Lines. Queues and waiting lines servicing counters required to comply with Section 11B-904.3 or 11B-904.4 shall comply with Section 11B-403.

11B-228 Depositories, Vending Machines, Change Machines, Mail Boxes, Fuel Dispensers & Electric Vehicle Charging Stations

11B-228.1 General. Where provided, electric vehicle charging stations shall comply with Section 11B-228.3.

11B-228.2 Mail Boxes. Not Applicable

11B-228.3 Electric Vehicle Charging Stations

11B-228.3.1 General. Where electric vehicle charging stations (EVCS) are provided, EVCS shall be provided in accordance with Section 11B-228.3.

11B-228.3.1.1 Existing Facilities. Where new EVCS are added to a facility with existing EVCS, the requirements of Section 11B-812 shall apply only to the new EVCS installed. Alterations to existing EVCS shall comply with Section 11B-228.3.

11B-228.3.1.2 Operable Parts. Where EV chargers are provided, operable parts on all EV chargers shall comply with Section 11B-309.4.

11B-228.3.2 Minimum Number. EVCS complying with Section 11B-812 shall be provided in accordance with Section 11B-228.3.2. Where EVCS are provided in more than one facility on a site, the number of EVCS complying with Section 11B-228.3.2 provided on the site shall be calculated according to the number required for each facility. Where an EV charger can simultaneously charge more than one vehicle, the number of EV chargers provided shall be considered equivalent to the number of electric vehicles that can be simultaneously charged.

11B-228.3.2.1 Public Use EVCS. Where EVCS are provided for public use, EVCS complying with Section 11B-812 shall be provided in accordance with Table 11B-228.3.2.1. Where new EVCS are installed in facilities with existing EVCS, the "Total Number of EVCS at a Facility" in Table 11B-228.3.2.1 shall include both existing and new EVCS. **Exception:** All drive-up EVCS shall comply with Section 11B-812.

TABLE 11B-228.3.2.1 Electric Vehicle Charging Stations for Public Use

TABLE 116-220.0.2.1 ER	cure venicle charging ou	ations for Fublic USE			
Total Number of EVCS	Minimum Number (by type) of EVCS Required to Comply with Section 11B-				
at a Facility1	8121				
	Van	Standard	Ambulatory		
	Accessible	Accessible			
1 to 4	1	0	0		
5 to 25	1	1	0		
26 to 50	1	1	1		
51 to 75	1	2	2		
76 to 100	1	3	3		
101 and over	1, plus 1 for each 300,	3, plus 1 for each 60, or	3, plus 1 for each 50, or		
	or fraction thereof, over	fraction thereof, over	fraction thereof, over		
	100	100	100		

**Note:** Where an EV charger can simultaneously charge more than one vehicle, the number of EVCS provided shall be considered equivalent to the number of electric vehicles that can be simultaneously charged.

## 11B-229 Windows

11B-229.1 General. Where glazed openings are provided in accessible rooms or spaces for operation by occupants, at least one opening shall comply with Section 11B-309. Each glazed opening required by an administrative authority to be operable shall comply with Section 11B-309.

11B-230 Two-way Communication Systems

11B-230.1 General. Where a two-way communication system is provided to gain admittance to a building or facility or to restricted areas within a building or facility, the system shall comply with Section 11B-708.

11B-231 Judicial Facilities Not Applicable.

11B 232 Detention Facilities & Correctional Facilities Not Applicable

11B-233 Residential Facilities Not Applicable.

11B-234 Amusement Rides Not Applicable.

11B-235 Recreational Boating Facilities Not Applicable.

11B-236 Exercise Machines & Equipment Not Applicable.

11B-237 Fishing Piers & Platforms Not Applicable

**11B-238 Golf Facilities** Not Applicable. 11B-239 Miniature Golf Facilities Not Applicable

11B-240 Play Areas Not Applicable.

11B-241 Saunas & Steam Rooms Not Applicable.

11B-242 Swimming Pools, Wading Pools & Spas Not Applicable.

11B-243 Shooting Facilities with Firing Positions Not Applicable.

11B-244 Religious Facilities Not Applicable.

11B-245 Public Accommodations Located in Private Residences Not Applicable. 11B-246 Outdoor Developed Areas Not Applicable.

11B-247 Detectable Warnings & Detectable Directional Texture 11B-247.1 Detectable Warnings

11B-247.1.1 General. Detectable warnings shall be provided in accordance with Section 11B-247.1 and shall comply with Section 11B-705.1.

11B-247.1.2 Where required. Detectable warnings shall be provided where required by Section 11B-247.1.2.

11B-247.1.2.1 Platform Edges. Not Applicable.

11B-247.1.2.2 Curb Ramps. Curb ramps shall have detectable warnings complying with Sections 11B-705.1.1 and 11B-705.1.2.2.

11B-247.1.2.3 Islands or Cut-Through Medians. Islands or cut-through medians shall have detectable warnings complying with Sections 11B-705.1.1 and 11B-705.1.2.3.

11B-247.1.2.4 Bus stops. Not Applicable.

11B-247.1.2.5 Hazardous Vehicular Areas. If a walk crosses or adjoins a vehicular way, and the walking surfaces are not separated by curbs, railings or other elements between the pedestrian areas and vehicular areas, the boundary between the areas shall be defined by a continuous detectable warning complying with Sections 11B-705.1.1 and 11B-705.1.2.5.

11B-247.1.2.6 Reflecting Pools. Not Applicable

11B-247.1.2.7 Track crossings. Not Applicable.

11B-247.2 Detectable Directional Texture. Not Applicable.

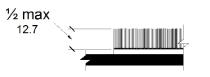
**DIVISION 3: BUILDING BLOCKS** 

11B-301 General

11B-301.1 Scope. The provisions of Division 3 shall apply where required by Division 2 or where referenced by a requirement in this chapter.

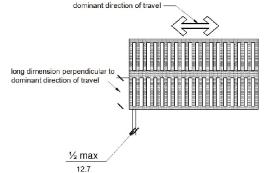
11B-302 Floor or Ground Surfaces

11B-302.1 General. Floor and ground surfaces shall be stable, firm, and slip resistant and shall comply with Section 11B-302.



#### Figure 11B-302.2 Carpet Pile Height

**11B-302.3 Openings.** Openings in floor or ground surfaces shall not allow passage of a sphere more than 1/2 inch diameter except as allowed in Sections 11B-407.4.3, 11B-409.4.3, 11B-410.4, 11B-810.5.3 and 11B-810.10. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.



#### Figure 11B-302.3 Elongated Openings in Floor or Ground Surfaces

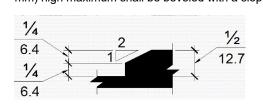
11B-303 Changes in Level

11B-303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with Section 11B-303.

11B-303.2 Vertical. Changes in level of 1/2 inch high maximum shall be permitted to be vertical and ¼ max

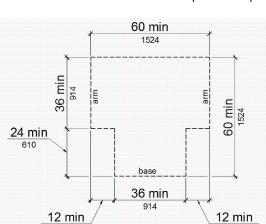
### Figure 11B-303.2 Vertical Change in Level

11B-303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (12.7 mm) high maximum shall be beveled with a slope not steeper than 1:2.



### Figure 11B-303.2 Vertical Change in Level

11B-303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (12.7 mm) high maximum shall be beveled with a slope not steeper than 1:2.



## Figure 11B-304.3.2 T-Shaped Turning Space

**11B-304.4 Door Swing.** Doors shall be permitted to swing into turning spaces.

11B-305 Clear Floor or Ground Space

**11B-305.1 General.** Clear floor or ground space shall comply with Section 11B-305.

11B-305.2 Floor or Ground Surfaces. Floor or ground surfaces of a clear floor or ground space shall comply with Section 11B-302. Changes in level are not permitted. **Exception:** Slopes not steeper than 1:48 shall be permitted.

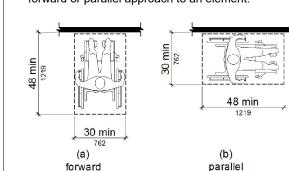
**11B-305.3 Size.** The clear floor or ground space shall be 30 inches minimum by 48 inches minimum.



## Figure 11B-305.3 Clear Floor or Ground Space

11B-305.4 Knee & Toe Clearance. Unless otherwise specified, clear floor or ground space shall be permitted to include knee and toe clearance complying with Section 11B-306.

11B-305.5 Position. Unless otherwise specified, clear floor or ground space shall be positioned for either forward or parallel approach to an element.

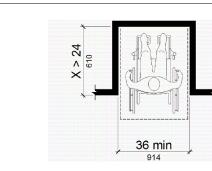


# Figure 11B-305.5 Position of Clear Floor or Ground Space

**11B-305.6** Approach. One full unobstructed side of the clear floor or ground space shall adjoin an accessible route or adjoin another clear floor or ground space. Clear floor or ground space may overlap an accessible route, unless specifically prohibited elsewhere in this chapter.

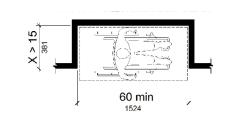
**11B-305.7 Maneuvering Clearance.** Where a clear floor or ground space is located in an alcove or otherwise confined on all or part of three sides, additional maneuvering clearance shall be provided in accordance with Sections 11B-305.7.1 and 11B-305.7.2.

11B-305.7.1 Forward Approach. Alcoves shall be 36 inches wide minimum where the depth exceeds 24 inches.



### Figure 11B-305.7.1 Maneuvering Clearance in an Alcove, Forward Approach

**11B-305.7.2 Parallel Approach.** Alcoves shall be 60 inches wide minimum where the depth exceeds 15



### Figure 11B-305.7.2 Maneuvering Clearance in an Alcove, Parallel Approach

11B-306 Knee & Toe Clearance

11B-306.1 General. Where space beneath an element is included as part of clear floor or ground space or turning space, the space shall comply with Section 11B-306. Additional space shall not be prohibited beneath an element but shall not be considered as part of the clear floor or ground space or turning

#### 11B-306.2 Toe Clearance

11B-306.2.1 General. Space under an element between the finish floor or ground and 9 inches above the finish floor or ground shall be considered toe clearance and shall comply with Section 11B-306.2.

11B-306.2.2 Maximum Depth. Toe clearance shall extend 25 inches maximum under an element. **Exception:** Toe clearance shall extend 19 inches maximum under lavatories required to be accessible by Section 11B-213.3.4.

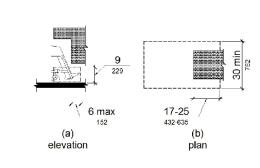
**11B-306.2.3 Minimum Required Depth.** Where toe clearance is required at an element as part of a clear floor space, the toe clearance shall extend 17 inches minimum under the element.

Section 11B-212.3. 2. The toe clearance shall extend 19 inches minimum under built-in dining and work surfaces required to be accessible by Section 11B-226.1.

1. The toe clearance shall extend 19 inches minimum under sinks required to be accessible by

**11B-306.2.4 Additional Clearance.** Space extending greater than 6 inches beyond the available knee clearance at 9 inches above the finish floor or ground shall not be considered toe clearance.

**11B-306.2.5 Width.** Toe clearance shall be 30 inches wide minimum.



### Figure 11B-306.2 Toe Clearance

11B-306.3 Knee Clearance

**11B-306.3.1 General.** Space under an element between 9 inches and 27 inches above the finish floor or ground shall be considered knee clearance and shall comply with Section 11B-306.3. **Exception:** At lavatories required to be accessible by Section 11B-213.3.4, space between 9 inches and 29 inches above the finish floor or ground, shall be considered knee clearance.

11B-306.3.2 Maximum Depth. Knee clearance shall extend 25 inches maximum under an element at 9 inches above the finish floor or ground.

floor or ground, and 8 inches deep minimum at 27 inches above the finish floor or ground. Exceptions: 1. At lavatories required to be accessible by Section 11B-213.3.4, the knee clearance shall be 27 inches high minimum above the finish floor or ground at a depth of 8 inches minimum increasing to

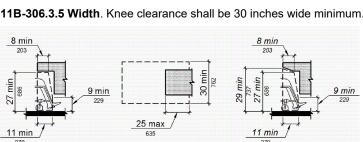
**11B-306.3.3 Minimum Required Depth**. Where knee clearance is required under an element as part of

a clear floor space, the knee clearance shall be 11 inches deep minimum at 9 inches above the finish

29 inches high minimum above the finish floor or ground at the front edge of a counter with a built-in lavatory or at the front edge of a wall-mounted lavatory fixture. 2. At dining and work surfaces required to be accessible by Section 11B-226.1, knee clearance shall

extend 19 inches deep minimum at 27 inches above the finish floor or ground. **11B-306.3.4 Clearance Reduction.** Between 9 inches and 27 inches above the finish floor or ground, the knee clearance shall be permitted to reduce at a rate of 1 inch in depth for each 6 inches in height. **Exception:** The knee clearance shall not be reduced at built-in dining and work surfaces required to

be accessible by Section 11B-226.1.

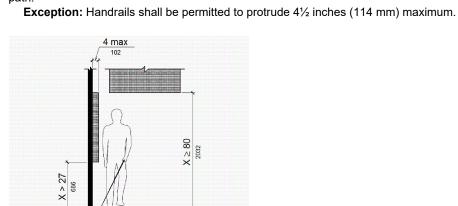


## Figure 11B-306.3 Knee Clearance

11B-307 Protruding Objects

11B-307.1 General. Protruding objects shall comply with Section 11B-307

**11B-307.2 Protrusion Limits.** Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation



## Figure 11B-307.2 Limits of Protruding Objects

11B-307.3 Post-Mounted Objects. Free-standing objects mounted on posts or pylons shall overhang circulation paths 12 inches maximum when located 27 inches minimum and 80 inches maximum above the finish floor or ground. Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above finish floor or ground. **Exception:** The sloping portions of handrails serving stairs and ramps shall not be required to comply with Section 11B-307.3.

11B-307.3.1 Edges & Corners. Where signs or other objects are mounted on posts or pylons, and their bottom edges are less than 80 inches above the floor or ground surface, the edges of such signs and objects shall be rounded or eased and the corners shall have a minimum radius of 1/8 inch.

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**REVISIONS** 

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Bid Issue Date: 10/23/2

Sheet Title: **ACCESSIBILITY NOTES** 

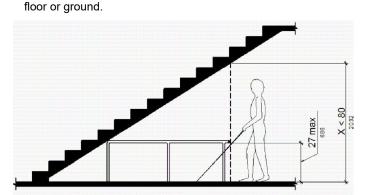
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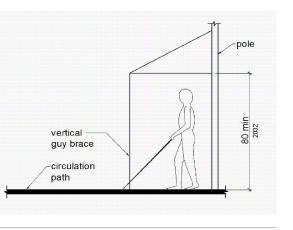
#### Figure 11B-307.3 Post-Mounted Protruding Objects

11B-307.4 Vertical Clearance. Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. Exception: Door closers and door stops shall be permitted to be 78 inches minimum above the finish



#### Figure 11B-307.4 Vertical Clearance

11B-307.4.1 Guy Braces. Where a guy support is used within either the width of a circulation path or 24 inches maximum outside of a circulation path, a vertical guy brace, sidewalk guy or similar device shall be used to prevent a hazard or an overhead obstruction.



#### Figure 11B-307.4.1 Guy Braces

11B-307.5 Required Clear Width. Protruding objects shall not reduce the clear width required for accessible routes.

#### 11B-308 Reach Ranges

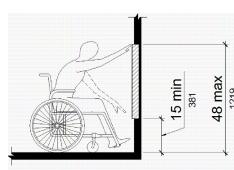
11B-308.1 General. Reach ranges shall comply with Section 11B-308.

11B-308.1.1 Electrical Switches. Controls and switches intended to be used by the occupant of a room or area to control lighting and receptacle outlets, appliances or cooling, heating and ventilating equipment, shall comply with Section 11B-308 except the low reach shall be measured to the bottom of the outlet box and the high reach shall be measured to the top of the outlet box.

11B-308.1.2 Electrical Receptacle Outlets. Electrical receptacle outlets on branch circuits of 30 amperes or less and communication system receptacles shall comply with Section 11B-308 except the low reach shall be measured to the bottom of the outlet box and the high reach shall be measured to the top of the outlet box.

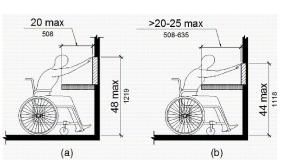
### 11B-308.2 Forward Reach

11B-308.2.1 Unobstructed. Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground.



## Figure 11B-308.2.1 Unobstructed Forward Reach

11B-308.2.2 Obstructed High Reach. Where a high forward reach is over an obstruction, the clear floo space shall extend beneath the element for a distance not less than the required reach depth over the obstruction. The high forward reach shall be 48 inches maximum where the reach depth is 20 inches maximum. Where the reach depth exceeds 20 inches, the high forward reach shall be 44 inches maximum and the reach depth shall be 25 inches maximum.

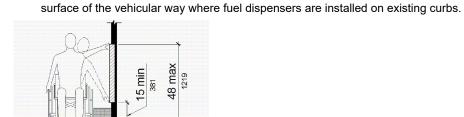


## Figure 11B-308.2.2 Obstructed High Forward Reach

## 11B-308.3 Side Reach

**11B-308.3.1 Unobstructed.** Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground.

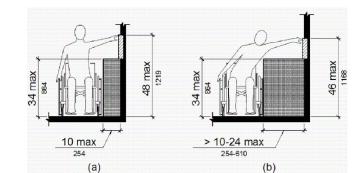
1. An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. 2. Operable parts of fuel dispensers shall be permitted to be 54 inches maximum measured from the



# Figure 11B-308.3.1 Unobstructed Side Reach

11B-308.3.2 Obstructed High Reach. Where a clear floor or ground space allows a parallel approach to an element and the high side reach is over an obstruction, the height of the obstruction shall be 34 inches maximum and the depth of the obstruction shall be 24 inches maximum. The high side reach shall be 48 inches maximum for a reach depth of 10 inches maximum. Where the reach depth exceeds 10 inches, the high side reach shall be 46 inches maximum for a reach depth of 24 inches maximum.

- 1. The top of washing machines and clothes dryers shall be permitted to be 36 inches maximum above the finish floor.
- 2. Operable parts of fuel dispensers shall be permitted to be 54 inches maximum measured from the surface of the vehicular way where fuel dispensers are installed on existing curbs.



### Figure 11B-308.3.2 Obstructed High Side Reach

11B-308.4 Suggested Reach Ranges for Children. Not Applicable.

11B-309.1 General. Operable parts shall comply with Section 11B-309.

11B-309.2 Clear Floor Space. A clear floor or ground space complying with Section 11B-305 shall be provided

**11B-309.3 Height.** Operable parts shall be placed within one or more of the reach ranges specified in Section 11B-308.

11B-309.4 Operation. Operable parts shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds maximum.

### **DIVISION 4: ACCESSIBLE ROUTES**

#### 11B-401 General

11B-401.1 Scope. The provisions of Division 4 shall apply where required by Division 2 or where referenced by a requirement in this chapter.

#### 11B-402 Accessible Routes

**11B-402.1 General.** Accessible routes shall comply with Section 11B-402.

route shall comply with the applicable requirements of Division 4.

11B-402.2 Components. Accessible routes shall consist of one or more of the following components: walking surfaces with a running slope not steeper than 1:20, doorways, ramps, curb ramps excluding the flared sides, elevators, and platform lifts. All components of an accessible

### 11B-403 Walking Surfaces

11B-403.1 General. Walking surfaces that are a part of an accessible route shall comply with

**11B-403.2 Floor or Ground Surface.** Floor or ground surfaces shall comply with Section

**11B-403.3 Slope.** The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48. **Exception:** The running slope of sidewalks shall not exceed the general grade established for the adjacent street or highway.

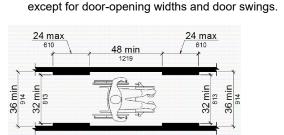
**11B-403.4 Changes in Level.** Changes in level shall comply with Section 11B-303.

11B-403.5 Clearances. Walking surfaces shall provide clearances complying with Section

**Exception:** Within employee work areas, clearances on common use circulation paths shall be permitted to be decreased by work area equipment provided that the decrease is essential to the function of the work being performed.

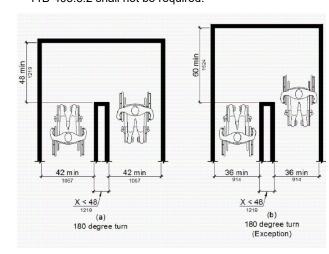
11B-403.5.1 Clear Width. Except as provided in Sections 11B-403.5.2 and 11B-403.5.3, the clear width of walking surfaces shall be 36 inches minimum.

- 1. The clear width shall be permitted to be reduced to 32 inches minimum for a length of 24 inches maximum provided that reduced width segments are separated by segments that are 48 inches long minimum and 36 inches wide minimum. 2. The clear width for walking surfaces in corridors serving an occupant load of 10 or more
- 3. The clear width for sidewalks and walks shall be 48 inches minimum. When, because of right-of-way restrictions, natural barriers or other existing conditions, the enforcing agency determines that compliance with the 48-inch clear sidewalk width would create an unreasonable hardship, the clear width may be reduced to 36 inches.
- 4. The clear width for aisles shall be 36 inches minimum if serving elements on only one side, and 44 inches minimum if serving elements on both sides. 5. The clear width for accessible routes to accessible toilet compartments shall be 44 inches



## Figure 11B-403.5.1 Clear Width of an Accessible Route

11B-403.5.2 Clear Width at Turn. Where the accessible route makes a 180 degree turn around an element which is less than 48 inches wide, clear width shall be 42 inches minimum approaching the turn, 48 inches minimum at the turn and 42 inches minimum leaving the turn. **Exception:** Where the clear width at the turn is 60 inches minimum compliance with Section 11B-403.5.2 shall not be required.



## Figure 11B-403.5.2 Clear Width at Turn

11B-403.5.3 Passing Spaces. An accessible route with a clear width less than 60 inches shall provide passing spaces at intervals of 200 feet maximum. Passing spaces shall be either: a space 60 inches minimum by 60 inches minimum; or, an intersection of two walking surfaces providing a T-shaped space complying with Section 11B-304.3.2 where the base and arms of the T-shaped space extend 48 inches minimum beyond the intersection.

11B-403.6 Handrails. Where handrails are provided along walking surfaces with running slopes not steeper than 1:20 they shall comply with Section 11B-505.

**11B-403.7 Continuous Gradient.** All walks with continuous gradients shall have resting areas, 60 inches in length, at intervals of 400 feet maximum. The resting area shall be at least as wide as the walk. The slope of the resting area in all directions shall be 1:48 maximum.

## 11B-404 Doors, Doorways & Gates

11B-404.1 General. Doors, doorways, and gates that are part of an accessible route shall comply with Section 11B-404.

- 1. Doors, doorways, and gates designed to be operated only by security personnel shall not be required to comply with Sections 11B-404.2.7, 11B-404.2.8, 11B-404.2.9, 11B-404.3.2 and 11B-404.3.4 through 11B-404.3.7. A sign visible from the approach side complying with Section
- 11B-703.5 shall be posted stating "Entry restricted and controlled by security personnel". 2. At detention and correctional facilities, doors, doorways, and gates designed to be operated only by security personnel shall not be required to comply with Sections 11B-404.2.7. 11B-404.2.8. 11B-404.2.9, 11B-404.3.2 and 11B-404.3.4 through 11B-404.3.7.

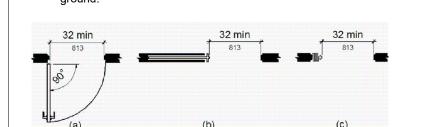
11B-404.2 Manual Doors, Doorways & Manual Gates. Manual doors and doorways and manual gates intended for user passage shall comply with Section 11B-404.2.

11B-404.2.1 Revolving Doors, Gates & Turnstiles. Revolving doors, revolving gates, and turnstiles shall not be part of an accessible route.

11B-404.2.2 Double-Leaf Doors & Gates. At least one of the active leaves of doorways with two leaves shall comply with Sections 11B-404.2.3 and 11B-404.2.4.

11B-404.2.3 Clear Width. Door openings shall provide a clear width of 32 inches minimum. Clear openings of doorways with swinging doors shall be measured between the face of the door and the stop, with the door open 90 degrees. Openings more than 24 inches deep shall provide a clear opening of 36 inches minimum. There shall be no projections into the required clear opening width lower than 34 inches above the finish floor or ground. Projections into the clear opening width between 34 inches and 80 inches above the finish floor or ground shall not exceed 4 inches.

1. In alterations, a projection of 5/8 inch maximum into the required clear width shall be permitted for 2. Door closers and door stops shall be permitted to be 78 inches minimum above the finish floor or



sliding door

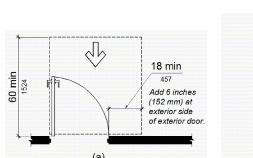
#### Figure 11B-404.2.3 Clear Width of Doorways

hinged door

**11B-404.2.4 Maneuvering Clearances.** Minimum maneuvering clearances at doors and gates shall comply with Section 11B-404.2.4. Maneuvering clearances shall extend the full width of the doorway and the required latch side or hinge side clearance.

#### 11B-404.2.4.1 Swinging Doors & Gates. Swinging doors and gates shall have maneuvering clearances complying with Table 11B-404.2.4.1.

Type of Use		Minimum Maneuvering Clea	Minimum Maneuvering Clearance		
Approach Direction	Door or Gate Side	Perpendicular to Doorway	Parallel to Doorway (beyond latch side unless noted)		
From front	Pull	60 inches	18 inches Note 5		
From front	Push	48 inches	0 inches Note 1		
From hinge side	Pull	60 inches	36 inches		
From hinge side	Push	44 inches Note 2	22 inches Note 3		
From latch side	Pull	60 inches	24 inches		
From latch side	Push	44 inches Note 4			

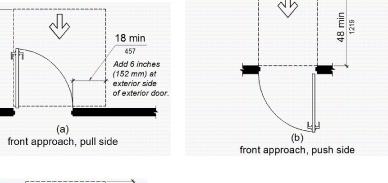


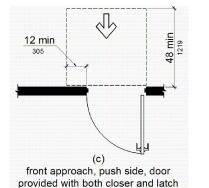
Add 4 inches if closer and latch are provided.

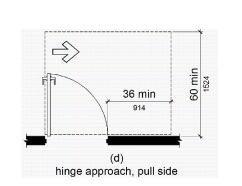
Add 6 inches at exterior side of exterior door

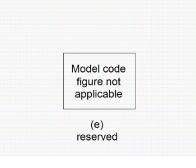
Beyond hinge side.

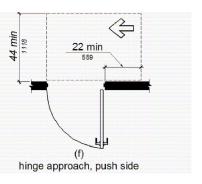
Add 4 inches if closer is provided



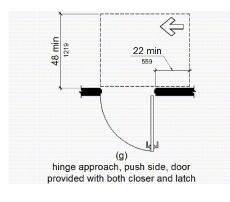


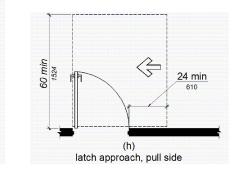


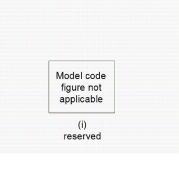


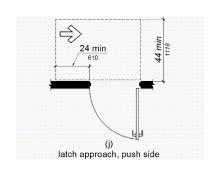


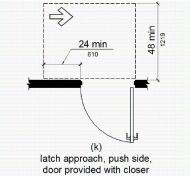
## Figure 11B-404.2.4.1 Maneuvering Clearances at Manual Swinging Doors & Gates











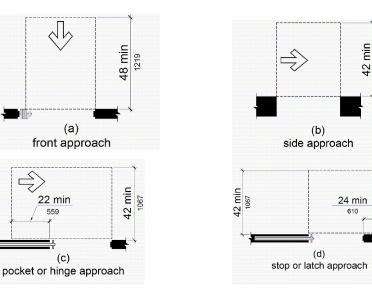
## Figure 11B-404.2.4.1 Maneuvering Clearances at Manual Swinging Doors and Gates

11B-404.2.4.2 Doorways Without Doors or Gates, Sliding Doors & Folding Doors. Doorways less than 36 inches wide without doors or gates, sliding doors, or folding doors shall have maneuvering clearances complying with Table 11B-404.2.4.2.

Table 11B-404.2.4.2 Maneuvering Clearances at Doorways Without Doors or Gates, Manual Sliding

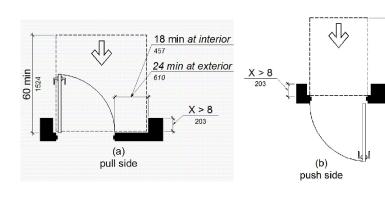
	Minimum Maneuvering Clearance		
Approach Direction	Perpendicular to Doorway	Parallel to Doorway (beyond stop/latch side unless noted)	
From front	48 inches	0 inches	
From side Note 1	42 inches	0 inches	
From pocket/hinge side	42 inches	22 inches Note 2	
From stop/latch side	42 inches	24 inches	
Notes:			

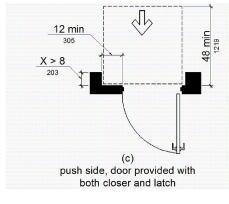
. Doorway with no door only.



## Figure 11B-404.2.4.2 Maneuvering Clearances at Doorways Without Doors, Sliding Doors, Gates

**11B-404.2.4.3 Recessed Doors & Gates.** Maneuvering clearances for forward approach shall be provided when any obstruction within 18 inches of the latch side at an interior doorway, or within 24 inches of the latch side of an exterior doorway, projects more than 8 inches beyond the face of the door, measured perpendicular to the face of the door or gate.





### Figure 11B-404.2.4.3 Maneuvering Clearances at Recessed Doors & Gates

11B-404.2.4.4 Floor or Ground Surface. Floor or ground surface within required maneuvering clearances shall comply with Section 11B-302. Changes in level are not permitted.

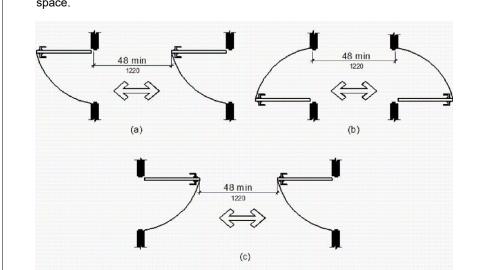
1. Slopes not steeper than 1:48 shall be permitted.

2. Changes in level at thresholds complying with Section 11B-404.2.5 shall be permitted.

11B-404.2.5 Thresholds. Thresholds, if provided at doorways, shall be 1/2 inch high maximum. Raised thresholds and changes in level at doorways shall comply with Sections 11B-302 and 11B-303.

11B-404.2.6 Doors in Series & Gates in Series. The distance between two hinged or pivoted doors in

series and gates in series shall be 48 inches minimum plus the width of doors or gates swinging into the



## Figure 11B-404.2.6 Doors in Series and Gates in Series

11B-404.2.7 Door & Gate Hardware. Handles, pulls, latches, locks, and other operable parts on doors and gates shall comply with Section 11B-309.4. Operable parts of such hardware shall be 34 inches minimum and 44 inches maximum above the finish floor or ground. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides.

- 1. Existing locks shall be permitted in any location at existing glazed doors without stiles, existing overhead rolling doors or grilles, and similar existing doors or grilles that are designed with locks that are activated only at the top or bottom rail.
- 2. Access gates in barrier walls and fences protecting pools, spas, and hot tubs shall be permitted to have operable parts of the release of latch on self-latching devices at 54 inches maximum above the finish floor or ground provided the self-latching devices are not also self-locking devices and operated by means of a key, electronic opener, or integral combination lock.

## 11B-404.2.8 Closing Speed. Door and gate closing speed shall comply with Section 11B-404.2.8.

11B-404.2.8.1 Door Closers & Gate Closers. Door closers and gate closers shall be adjusted so that from an open position of 90 degrees, the time required to move the door to a position of 12 degrees from the latch is 5 seconds minimum.

**11B-404.2.8.2 Spring Hinges.** Door and gate spring hinges shall be adjusted so that from the open position of 70 degrees, the door or gate shall move to the closed position in 1.5 seconds minimum.

**11B-404.2.9 Door & Gate Opening Force.** The force for pushing or pulling open a door or gate shall be 1. Interior hinged doors and gates: 5 pounds maximum. 2. Sliding or folding doors: 5 pounds maximum.

3. Required fire doors: the minimum opening force allowable by the appropriate administrative authority, not to exceed 15 pounds. 4. Exterior hinged doors: 5 pounds maximum.

These forces do not apply to the force required to retract latch bolts or disengage other devices that hold the door or gate in a closed position **Exception:** When, at a single location, one of every eight exterior door leafs, or fraction of eight, is a powered door, other exterior doors at the same location, serving the same interior space, may have a maximum opening force of 8.5 pounds. The powered leaf(s) shall be located closest to the accessible

Powered doors shall comply with Section 11B-404.3. Powered doors shall be fully automatic doors complying with Builders Hardware Manufacturers' Association (BHMA) A156.10 or low energy operated doors complying with BHMA A156.19.

Powered doors serving a building or facility with an occupancy of 150 or more shall be provided with a back-up battery or back-up generator. The back-up power source shall be able to cycle the door a minimum of 100 cycles.

Powered doors shall be controlled on both the interior and exterior sides of the doors by sensing devices, push plates, vertical actuation bars or other similar operating devices complying with Sections 11B-304, 11B-305 and 11B-308.

At each location where push plates are provided there shall be two push plates; the centerline of one push plate shall be 7 inches minimum and 8 inches maximum above the floor or ground surface and the centerline of the second push plate shall be 30 inches (762 mm) minimum and 44 inches maximum above the floor or ground surface. Each push plate shall be a minimum of 4 inches diameter or a minimum of 4 inches by 4 inches square and shall display the International Symbol of Accessibility complying with Section 11B-703.7.

At each location where vertical actuation bars are provided the operable portion shall be located so the bottom is 5 inches maximum above the floor or ground surface and the top is 35 inches minimum above the floor or ground surface. The operable portion of each vertical actuation bar shall be a minimum of 2 inches wide and shall display the International Symbol of Accessibility complying with Section 11B-703.7.

Where push plates, vertical actuation bars or other similar operating devices are provided, they shall be placed in a conspicuous location. A level and clear floor or ground space for forward or parallel approach complying with Section 11B-305 shall be provided, centered on the operating device. Doors shall not swing into the required clear floor or ground space.

Signs identifying the accessible entrance required by Section 11B-216.6 shall be placed on, or immediately adjacent to, each powered door. Signs shall be provided in compliance with BHMA A156.10 or BHMA 156.19, as applicable.

containing assembly occupancies of 300 or more, a sign displaying the International Symbol of Accessibility measuring 6 inches by 6 inches, complying with Section 11B-703.7, shall be provided above the door on both the interior and exterior sides of each powered door. 11B-404.2.10 Door & Gate Surfaces. Swinging door and gate surfaces within 10 inches of the finish

In addition to the requirements of Item d, where a powered door is provided in buildings or facilities

floor or ground measured vertically shall have a smooth surface on the push side extending the full width of the door or gate. Parts creating horizontal or vertical joints in these surfaces shall be within 1/16 inch of the same plane as the other and be free of sharp or abrasive edges. Cavities created by added kick plates shall be capped. Exceptions:

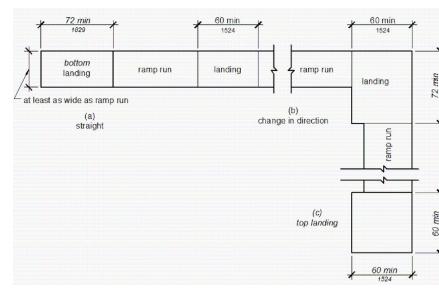
1. Sliding doors shall not be required to comply with Section 11B-404.2.10.

- 2. Tempered glass doors without stiles and having a bottom rail or shoe with the top leading edge tapered at 60 degrees minimum from the horizontal shall not be required to meet the 10 inch bottom smooth surface height requirement.
- 3. Doors and gates that do not extend to within 10 inches of the finish floor or ground shall not be required to comply with Section 11B-404.2.10.

**11B-405.5 Clear Width.** The clear width of a ramp run shall be 48 inches (1219 mm) minimum.

1. Within employee work areas, the required clear width of ramps that are a part of common use circulation paths shall be permitted to be decreased by work area equipment provided that the decrease is essential to the function of the work being Handrails may project into the required clear width of the ramp at each side 31/2 inches (89 mm) maximum at the handrail

3. The clear width of ramps in residential uses serving an occupant load of fifty or less shall be 36 inches (914 mm) minimum between handrails.



## Figure 11B-405.7 Ramp Landings

11B-405.7.1 Slope. Landings shall comply with Section 11B-302. Changes in level are not permitted. Exception: Slopes not steeper than 1:48 shall be permitted.

11B-405.7.2 Width. The landing clear width shall be at least as wide as the widest ramp run leading to the landing.

**11B-405.7.2.1** Top landings shall be 60 inches wide minimum.

**11B-405.7.3 Length**. The landing clear length shall be 60 inches long minimum.

11B-405.7.3.1 Bottom landings shall extend 72 inches minimum in the direction of ramp run.

11B-405.7.4 Change in Direction. Ramps that change direction between runs at landings shall have a clear landing 60 inches minimum by 72 inches minimum in the direction of downward travel from the upper ramp run.

11B-405.7.5 Doorways. Where doorways are located adjacent to a ramp landing, maneuvering clearances required by Sections 11B-404.2.4 and 11B-404.3.2 shall be permitted to overlap the required landing area. Doors, when fully open, shall not reduce the required ramp landing width by more than 3 inches. Doors, in any position, shall not reduce the minimum dimension of the ramp landing to less than 42 inches.

11B-405.8 Handrails. Ramp runs shall have handrails complying with Section 11B-505.

Not Applicable.

Not Applicable.

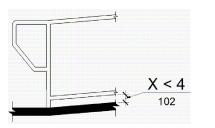
3. Curb ramps do not require handrails. 4. At door landings, handrails are not required on ramp runs less than 6 inches in rise or 72 inches in length.

11B-405.9 Edge Protection. Edge protection complying with Section 11B-405.9.2 shall be provided on each side of ramp runs and at each side of ramp landings. 1. Edge protection shall not be required on ramps that are not required to have handrails and have sides complying with

2. Edge protection shall not be required on the sides of ramp landings serving an adjoining ramp run or stairway. 3. Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of 1/2 inch maximum within 10 inches horizontally of the minimum landing area specified in Section 11B-405.7.

11B-405.9.1 Not Applicable..

11B-405.9.2 Curb or Barrier. A curb, 2 inches high minimum, or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. To prevent wheel entrapment, the curb or barrier shall provide a continuous and uninterrupted barrier along the length of the ramp.



### Figure 11B-405.9.2 Curb or Barrier Edge Protection

11B-405.10 Wet Conditions. Landings subject to wet conditions shall be designed to prevent the accumulation of water. 11B-406 Curb Ramps, Blended Transitions & Islands 11B-406.1 General. Curb ramps, blended transitions and islands on accessible routes shall comply with Section 11B-406. Curl

ramps may be perpendicular, parallel, or a combination of perpendicular and parallel. 11B-406.1.1 Perpendicular Curb Ramps. Perpendicular curb ramps shall comply with Section 11B-406.2.

**11B-406.1.2 Parallel Curb Ramps**. Parallel curb ramps shall comply with Section 11B-406.3. **11B-406.1.3 Blended Transitions.** Blended transitions shall comply with Section 11B-406.4.

11B-406.2.2 Sides of Curb Ramps. Where provided, curb ramp flares shall not be steeper than 1:10.

11B-406.1.4 Islands. Islands shall comply with Section 11B-406.6. 11B-406.2 Perpendicular Curb Ramps. Perpendicular curb ramps shall comply with Sections 11B-406.2 and 11B-406.5. **11B-406.2.1 Slope.** Ramp runs shall have a running slope not steeper than 1:12.

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**REVISIONS** 

Bid Issue Date: 10/23/24

AS NOTE

Sheet Title:

ACCESSIBILITY NOTES

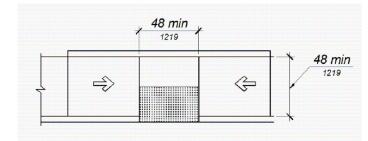
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### Figure 11B-406.2.2 Sides of Curb Ramps

**11B-406.3 Parallel Curb Ramps.** Parallel curb ramps shall comply with Sections 11B-406.3 and 11B-406.5

**11B-406.3.1 Slope.** The running slope of the curb ramp segments shall be in-line with the direction of sidewalk travel. Ramp runs shall have a running slope not steeper than 1:12.

**11B-406.3.2 Turning space.** A turning space 48 inches minimum by 48 inches minimum shall be provided at the bottom of the curb ramp. The slope of the turning space in all directions shall be 1:48 maximum.



#### Figure 11B-406.3.2 Parallel Curb Ramps

**11B-406.4 Blended Transitions.** Blended transitions shall comply with Sections 11B-406.4 and 11B-406.5.

**11B-406.4.1 Slope.** Blended transitions shall have a running slope not steeper than 1:20.

**Exception:** Diagonal curb ramps shall comply with Section 11B-406.5.9.

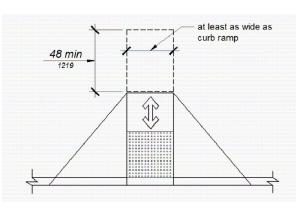
**11B-406.5 Common Requirements.** Curb ramps and blended transitions shall comply with Section 11B-406.5.

**11B-406.5.1 Location.** Curb ramps and the flared sides of curb ramps shall be located so that they do not project into vehicular traffic lanes, parking spaces, or parking access aisles. Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.

**11B-406.5.2 Width.** The clear width of curb ramp runs (excluding any flared sides), blended transitions and turning spaces shall be 48 inches minimum.

**11B-406.5.3 Landings.** Landings shall be provided at the tops of curb ramps and blended transitions. The landing clear length shall be 48 inches minimum. The landing clear width shall be at least as wide as the curb ramp, excluding any flared sides, or the blended transition leading to the landing. The slope of the landing in all directions shall be 1:48 maximum.

**Exception:** Parallel curb ramps shall not be required to comply with Section 11B-406.5.3.



## Figure 11B-406.5.3 Landings at the Top of Curb Ramps

**11B-406.5.4 Floor or Ground Surfaces.** Floor or ground surfaces of curb ramps and blended transitions shall comply with Section 11B-405.4.

**11B-406.5.5 Wet Conditions.** Curb ramps and blended transitions shall comply with Section 11B-405.10.

**11B-406.5.6 Grade Breaks.** Grade breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run. Grade breaks shall not be permitted on the surface of ramp runs and turning spaces. Surface slopes that meet at grade breaks shall be flush.

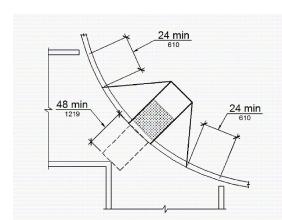
**11B-406.5.7 Cross Slope.** The cross slope of curb ramps and blended transitions shall be 1:48 maximum.

**11B-406.5.8 Counter Slope.** Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1:20. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.

## Figure 11B-406.5.8 Counter Slope of Surfaces Adjacent to Curb Ramps

**11B-406.5.9 Clear Space at Diagonal Curb Ramps**. The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings.

11B-406.5.10 Diagonal Curb Ramps. Diagonal or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing.

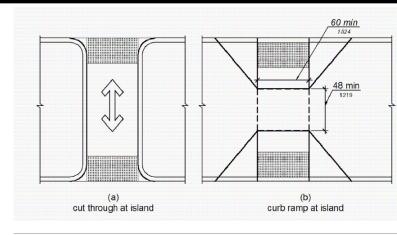


## Figure 11B-406.5.10 Diagonal or Corner Type Curb Ramps

## **11B-406.5.11** Not Applicable.

**11B-406.5.12 Detectable Warnings**. Curb ramps and blended transitions shall have detectable warnings complying with Section 11B-705.

**11B-406.6 Islands.** Raised islands in crossings shall be cut through level with the street or have curb ramps at both sides. The clear width of the accessible route at islands shall be 60 inches wide minimum. Where curb ramps are provided, they shall comply with Section 11B-406. Landings complying with Section 11B-406.5.3 and the accessible route shall be permitted to overlap. Islands shall have detectable warnings complying with Section 11B-705.



### Figure 11B-406.6 Islands in Crossings

#### 11B-407 Elevators

**11B-407.1 General.** Elevators shall comply with Section 11B-407 and with ASME A17.1. They shall be passenger elevators as classified by ASME A17.1. Elevator operation shall be automatic.

**11B-407.1.1 Combined Passenger & Freight Elevators.** When the only elevators provided for use by the public and employees are combination passenger and freight elevators, they shall comply with Section 11B-407 and with ASME A17.1.

**11B-407.2 Elevator Landing Requirements.** Elevator landings shall comply with Section 11B-407.2. **11B-407.2.1 Call Controls.** Where elevator call buttons or keypads are provided, they shall comply with Sections 11B-407.2.1 and 11B-309.4.

**11B-407.2.1.1 Height.** Call buttons and keypads shall be located within one of the reach ranges specified in Section 11B-308, measured to the centerline of the highest operable part.

**11B-407.2.1.2 Size & Shape.** Call buttons shall have square shoulders, be 3/4 inch minimum in the smallest dimension and shall be raised ½ inch (3.2 mplus or minus 1/32 inch (0.8 mm) above the surrounding surface. The buttons shall be activated by a mechanical motion that is detectable.

**11B-407.2.1.3 Clear Floor or Ground Space.** A clear floor or ground space complying with Section 11B-305 shall be provided at call controls.

**11B-407.2.1.4 Location.** The call button that designates the up direction shall be located above the call button that designates the down direction.

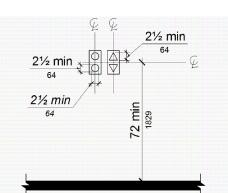
**11B-407.2.1.5 Signals.** Call buttons shall have visible signals that will activate when each call is registered and will extinguish when each call is answered. Call buttons shall be internally illuminated with a white light over the entire surface of the button.

**11B-407.2.1.6 Keypads.** Where keypads are provided, keypads shall be in a standard telephone keypad arrangement and shall comply with Section 11B-407.4.7.2.

**11B-407.2.2 Hall signals.** Hall signals, including in-car signals, shall comply with Section 11B-407.2.2.

**11B-407.2.2.1 Visible & Audible Signals.** A visible and audible signal shall be provided at each hoistway entrance to indicate which car is answering a call and the car's direction of travel. Where in-car signals are provided, they shall be visible from the floor area adjacent to the hall call buttons.

**11B-407.2.2.2 Visible Signals.** Visible signal fixtures shall be centered at 72 inches minimum above the finish floor or ground. The visible signal elements shall be a minimum 2 1/2 inches high by 2 1/2 inches wide. Signals shall be visible from the floor area adjacent to the hall call button.



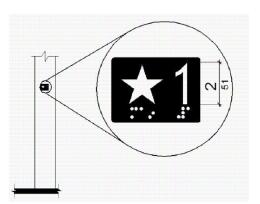
## Figure 11B-407.2.2.2 Visible Hall Signals

**11B-407.2.2.3 Audible Signals.** Audible signals shall sound once for the up direction and twice for the down direction, or shall have verbal annunciators that indicate the direction of elevator car travel. Audible signals shall have a frequency of 1500 Hz maximum. Verbal annunciators shall have a frequency of 300 Hz minimum and 3000 Hz maximum. The audible signal and verbal annunciator shall be 10 dB minimum above ambient, but shall not exceed 80 dB, measured at the hall call button.

## **11B-407.2.2.4** Not Applicable.

**11B-407.2.3 Hoistway Signs.** Signs at elevator hoistways shall comply with Section 11B-407.2.3.

11B-407.2.3.1 Floor Designation. Floor designations complying with Sections 11B-703.2 and 11B-703.4.1 shall be provided on both jambs of elevator hoistway entrances. Floor designations shall be provided in both raised characters and Braille. Raised characters shall be 2 inches high. A raised star, placed to the left of the floor designation, shall be provided on both jambs at the main entry level. The outside diameter of the star shall be 2 inches and all points shall be of equal length. Raised characters, including the star, shall be white on a black background. Braille complying with Section 11B-703.3 shall be placed below the corresponding raised characters and the star. The Braille translation for the star shall be "MAIN". Applied plates are acceptable if they are permanently fixed to the jamb.



## Figure 11B-407.2.3.1 Floor Designations on Jambs of Elevator Hoistway Entrances

**11B-407.2.3.2** Not Applicable.

permitted to occur before the door reverses.

**11B-407.3 Elevator Door Requirements.** Hoistway and car doors shall comply with Section 11B-407.3.

**11B-407.3.1 Type.** Elevator doors shall be the horizontal sliding type. Car gates shall be prohibited.

**11B-407.3.2 Operation.** Elevator hoistway and car doors shall open and close automatically. **Exception:** Existing manually operated hoistway swing doors shall be permitted provided that they comply with Sections 11B-404.2.3 and 11B-404.2.9. Car door closing shall not be initiated until the hoistway door is closed.

11B-407.3.3 Reopening Device. Elevator doors shall be provided with a reopening device complying with Section 11B-407.3.3 that shall stop and reopen a car door and hoistway door automatically if the door becomes obstructed by an object or person.

Exception: Existing elevators with manually operated doors shall not be required to comply with

Section 11B-407.3.3.

11B-407.3.3.1 Height. The device shall be activated by sensing an obstruction passing through the

opening at 5 inches nominal and 29 inches nominal above the finish floor.

11B-407.3.3.2 Contact. The device shall not require physical contact to be activated, although contact is

11B-407.3.3.3 Duration. Door reopening devices shall remain effective for 20 seconds minimum.

11B-407.3.4 Door & Signal Timing. The minimum acceptable time from notification that a car is answering a call until the doors of that car start to close shall be calculated from the following equation:

# T = D/(1.5 ft/s) or $T = D/(457 \text{ mm/s}) = 5 \text{ seconds minimum where } T \text{ equals the total time in seconds and } D \text{ equals the distance (in feet) from the point in the lobby or corridor 60 inches directly in front of the$

farthest call button controlling that car to the centerline of its hoistway door. **Exception:** For cars with in-car lanterns, T shall be permitted to begin when the signal is visible from the point 60 inches (1524 mm) directly in front of the farthest hall call button and the audible signal is sounded.

11B-407.3.5 Door Delay. Elevator doors shall remain fully open in response to a car call for 5 seconds

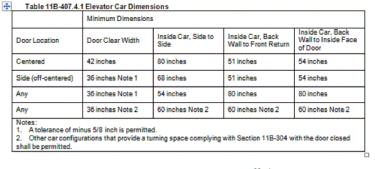
11B-407.3.6 Width. The width of elevator doors shall comply with Table 11B-407.4.1.

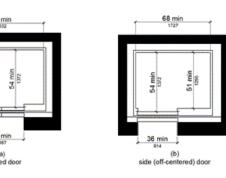
Exception: In existing elevators, a power-operated car door complying with Section 11B-404.2.3 shall

### **11B-407.4 Elevator Car Requirements.** Elevator cars shall comply with Section 11B-407.4.

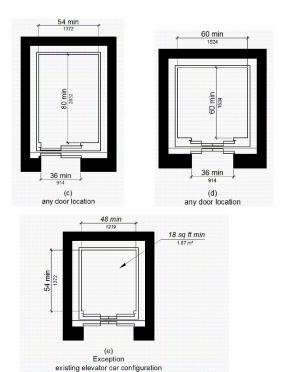
**11B-407.4.1 Car Dimensions.** Inside dimensions of elevator cars and clear width of elevator doors shall comply with Table 11B-407.4.1.

**Exception:** In existing buildings, where existing shaft configuration prohibits strict compliance with Section 11B-407.4.1, existing elevator car configurations that provide a clear floor area of 18 square feet minimum and also provide an inside clear depth 54 inches minimum and a clear width 48 inches minimum shall be permitted.





### Figure 11B-407.4.1 Elevator Car Dimensions



### Figure 11B-407.4.1 Elevator Car Dimensions

required to comply with Section 11B-407.4.6.

**11B-407.4.2 Floor Surfaces.** Floor surfaces in elevator cars shall comply with Sections 11B-302 and 11B-303.

**11B-407.4.3 Platform to Hoistway Clearance.** The clearance between the car platform sill and the edge of any hoistway landing shall be 1 1/4 inch maximum.

11B-407.4.4 Leveling. Each car shall be equipped with a self-leveling feature that will automatically

bring and maintain the car at floor landings within a tolerance of 1/2 inch under rated loading to zero loading conditions.

11B-407 4 5 Illumination. The level of illumination at the car controls, platform, car threshold and car.

**11B-407.4.5 Illumination.** The level of illumination at the car controls, platform, car threshold and car landing sill shall be 5 foot candles minimum.

11B-407.4.6 Elevator Car Controls. Where provided, elevator car controls shall comply with Sections 11B-407.4.6 and 11B-309.4.

Exception: In existing elevators, where a new car operating panel complying with Section 11B-407.4.6 is provided, existing car operating panels may remain operational and shall not be

**11B-407.4.6.1 Location.** Controls shall be located within one of the reach ranges specified in Section 11B-308.

Where the elevator panel serves more than 16 openings and a parallel approach is provided, buttons with floor designations shall be permitted to be 54 inches maximum above the finish floor.
 In existing elevators, car control buttons with floor designations shall be permitted to be located 54

11B-407.4.6.2 Buttons. Car control buttons with floor designations shall comply with Section

inches maximum above the finish floor where a parallel approach is provided.

**11B-407.4.6.2.1 Size & Shape.** Buttons shall have square shoulders, be 3/4 inch minimum in their smallest dimension and be raised 1/8 inch plus or minus 1/32 inch above the surrounding surface.

11B-407.4.6.2.2 Arrangement. Buttons shall be arranged with numbers in ascending order. When two

or more columns of buttons are provided they shall read from left to right.

11B-407.4.6.2.3 Illumination. Car control buttons shall be illuminated.

11B-407.4.6.2.4 Operation. Car control buttons shall be activated by a mechanical motion that is

**11B-407.4.6.3 Keypads.** Car control keypads shall be in a standard telephone keypad arrangement and shall comply with Section 11B-407.4.7.2.

**11B-407.4.6.4 Emergency Controls.** Emergency controls shall comply with Section 11B-407.4.6.4.

**11B-407.4.6.4.1 Height.** Emergency control buttons shall have their centerlines 35 inches minimum above the finish floor.

11B-407.4.6.4.2 Location. Emergency controls, including the emergency alarm, shall be grouped at the bottom of the panel.
11B-407.4.7 Designations & Indicators of Car Controls. Designations and indicators of car controls

**Exception:** In existing elevators, where a new car operating panel complying with Section 11B-407.4.7 is provided, existing car operating panels may remain operational and shall not be required to comply with Section 11B-407.4.7.

**11B-407.4.7.1 Buttons.** Car control buttons shall comply with Section 11B-407.4.7.1.

shall comply with Section 11B-407.4.7.

**11B-407.4.7.1.1 Type.** Control buttons shall be identified by raised characters or symbols, white on a black background, complying with Section 11B-703.2 and Braille complying with Section 11B-703.3. **11B-407.4.7.1.2 Location.** Raised characters or symbols and Braille designations shall be placed

immediately to the left of the control button to which the designations apply.

11B-407.4.7.1.3 Symbols. The control button for the emergency stop, alarm, door open, door close, main entry floor, and phone, shall be identified with raised symbols and Braille as shown in Table 11B-407.4.7.1.3

### Table 11B-407.4.7.1.3 Elevator Control Button Identification

Control Button	Raised Symbol	Braille Message
Emergency Stop	⊗	"ST"OP Three Cells
Alarm	4	AL"AR"M Four Cells
Door Open	<b>⊕</b>	OP"EN" Three Cells
Door Close	►	CLOSE Five Cells
Main Entry Floor	*	MA"IN" Three Cells
Phone	^	PH"ONE" Four Cells

**11B-407.4.7.1.4 Visible Indicators.** Buttons with floor designations shall be provided with visible indicators to show that a call has been registered. The visible indication shall extinguish when the car arrives at the designated floor.

**11B-407.4.7.1.5 Button Spacing.** A minimum clear space of 3/8 inch or other suitable means of separation shall be provided between rows of control buttons.

**11B-407.4.7.2 Keypads.** Keypads shall be identified by characters complying with Section 11B-703.5 and shall be centered on the corresponding keypad button. The number five key shall have a single raised dot. The dot shall be 0.118 inch to 0.120 inch base diameter and in other aspects comply with Table 11B-703.3.1.

**11B-407.4.8 Car Position Indicators.** Audible and visible car position indicators shall be provided in elevator cars.

**11B-407.4.8.1 Visible Indicators.** Visible indicators shall comply with Section 11B-407.4.8.1.

11B-407.4.8.1.1 Size. Characters shall be 1/2 inch high minimum.

11B-407.4.8.1.2 Location. Indicators shall be located above the car control panel or above the door.

**11B-407.4.8.1.3 Floor arrival.** As the car passes a floor and when a car stops at a floor served by the elevator, the corresponding character shall illuminate.

**11B-407.4.8.1.4** Not Applicable.

11B-407.4.8.2 Audible Indicators. Audible indicators shall comply with Section 11B-407.4.8.2.

11B-407.4.8.2.1 Signal Type. The signal shall be an automatic verbal annunciator which announces the floor at which the car is about to stop.
Exception: For elevators that have a rated speed of 200 feet per minute or less, a non-verbal audible signal with a frequency of 1500 Hz maximum which sounds as the car passes or is about to stop at a floor served by the elevator shall be permitted.

**11B-407.4.8.2.2 Signal Level.** The verbal annunciator shall be 10 dB minimum above ambient, but shall not exceed 80 dB, measured at the annunciator.

**11B-407.4.8.2.3 Frequency.** The verbal annunciator shall have a frequency of 300 Hz minimum to 3000 Hz maximum.

**11B-407.4.9 Emergency Communication.** Emergency two-way communication systems shall comply with Section 11B-308. Raised symbols or characters, white on a black background, and Braille shall be provided adjacent to the device and shall comply with Sections 11B-703.2 and 11B-703.3. Emergency two-way communication systems between the elevator and a point outside the hoistway shall comply with ASME A17.1.

11B-407.4.10 Support Rail. Support rails shall be provided on at least one wall of the car.

**11B-407.4.10.1 Location.** Clearance between support rails and adjacent surfaces shall be 1 1/2 inches minimum. Top of support rails shall be 31 inches minimum to 33 inches maximum above the floor of the car. The ends of the support rail shall be 6 inches maximum from adjacent walls.

of sharp or abrasive elements.

11B-407.4.10.3 Structural Strength. Allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 250 pounds is applied at any point on the support rail, fastener, mounting

11B-407.4.10.2 Surfaces. Support rails shall be smooth and any surface adjacent to them shall be free

11B-408 Limited-Use/Limited-Application Elevators

device, or supporting structure.

when activated.

**11B-408.1 General**. Limited-use/limited-application elevators shall comply with Section 11B-408 and with ASME A17.1. They shall be passenger elevators as classified by ASME A17.1. Elevator operation shall be automatic.

**11B-408.2 Elevator Landings.** Landings serving limited-use/limited-application elevators shall comply with Section 11B-408.2

11B-408.2.1 Call Buttons. Elevator call buttons and keypads shall comply with Section 11B-407.2.1.

11B-408.2.2 Hall Signals. Hall signals shall comply with Section 11B-407.2.2.

**11B-408.3 Elevator Doors.** Elevator hoistway doors shall comply with Section 11B-408.3.

**11B-408.2.3 Hoistway Signs.** Signs at elevator hoistways shall comply with Section 11B-407.2.3.1.

**11B-408.3.1 Sliding Doors.** Sliding hoistway and car doors shall comply with Sections 11B-407.3.1 through 11B-407.3.3 and 11B-408.4.1.

**11B-408.3.2 Swinging Doors.** Swinging hoistway doors shall open and close automatically and shall comply with Sections 11B-404, 11B-407.3.2 and 11B-408.3.2.

**11B-408.3.2.1 Power Operation.** Swinging doors shall be power-operated and shall comply with ANSI/BHMA A156.19.

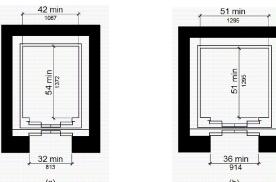
11B-408.3.2.2 Duration. Power-operated swinging doors shall remain open for 20 seconds minimum

11B-408.4 Elevator Cars. Elevator cars shall comply with Section 11B-408.4.

11B-408.4.1 Car Dimensions & Doors. Elevator cars shall provide a clear width 42 inches minimum

and a clear depth 54 inches minimum. Car doors shall be positioned at the narrow ends of cars and shall provide 32 inches minimum clear width.

Exceptions: Cars that provide a clear width 51 inches minimum shall be permitted to provide a clear depth 51 inches minimum provided that car doors provide a clear opening 36 inches wide minimum.



(a)
new construction

Figure 11B-408.4.1 Limited-Use/Limited-Application (LULA) Elevator Car Dimensions

shall comply with Section 11B-407.4.7.

**11B-408.4.2 Floor Surfaces.** Floor surfaces in elevator cars shall comply with Sections 11B-302 and 11B-303.

**11B-408.4.3 Platform to Hoistway Clearance.** The platform to hoistway clearance shall comply with Section 11B-407.4.3.

11B-408.4.4 Leveling. Elevator car leveling shall comply with Section 11B-407.4.4.

**11B-408.4.5 Illumination.** Elevator car illumination shall comply with Section 11B-407.4.5.

11B-408.4.6 Car Controls. Elevator car controls shall comply with Section 11B-407.4.6. Control panels shall be centered on a side wall.
11B-408.4.7 Designations & Indicators of Car Controls. Designations and indicators of car controls

**11B-408.4.8 Emergency Communications.** Car emergency signaling devices complying with Section 11B-407.4.9 shall be provided.

11B-409 Private Residence Elevators Not Applicable.

### 11B-410 Platform lifts

**11B-410.1 General.** Platform lifts shall comply with ASME A18.1. Platform lifts shall not be attendant-operated and shall provide unassisted entry and exit from the lift.

11B-410.2 Floor Surfaces. Floor surfaces in platform lifts shall comply with Sections 11B-302 and

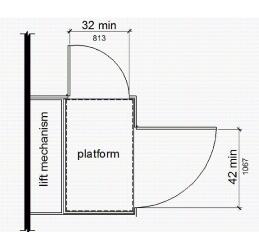
**11B-410.3 Clear Floor Space.** Clear floor space in platform lifts shall comply with Section 11B-305.

**11B-410.4 Platform to Runway Clearance.** The clearance between the platform sill and the edge of any runway landing shall be 1 1/4 inch maximum.

11B-410.6 Doors & Gates. Platform lifts shall have low-energy power-operated doors or gates complying with Section 11B-404.3. Doors shall remain open for 20 seconds minimum. End doors and gates shall provide a clear width 32 inches minimum. Side doors and gates shall provide a clear width 42 inches minimum.

**11B-410.5 Operable Parts.** Controls for platform lifts shall comply with Section 11B-309.

**Exception:** Platform lifts serving two landings maximum and having doors or gates on opposite sides shall be permitted to have self-closing manual doors or gates.



### Figure 11B-410.6Platform Lift Doors and Gates

**11B-410.7 Landing Size.** The minimum size of landings at platform lifts shall be 60 inches by 60 inches.

**11B-410.8 Restriction Sign.** A sign complying with Section 11B-703.5 shall be posted in a conspicuous place at each landing and within the platform enclosure stating "No Freight" and include the International Symbol of Accessibility complying with Section 11B-703.7.2.1.

11B-411 Destination-Oriented Elevators Not Applicable.

### DIVISION 5: GENERAL SITE & BUILDING ELEMENTS

referenced by a requirement in this chapter.

#### B-501 General

11B-502 Parking Spaces

from the centerline of the markings. **Exception:** Where parking spaces or access aisles are not adjacent to another parking space or access aisle, measurements shall be permitted to include the full width

**11B-501.1 Scope.** The provisions of Division 5 shall apply where required by Division 2 or where

of the line defining the parking space or access aisle.

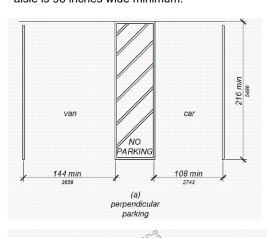
11B-502.2 Vehicle Spaces. Car and van parking spaces shall be 216 inches long minimum. Car parking spaces shall be 108 inches wide minimum and van parking spaces shall be 144 inches wide minimum,

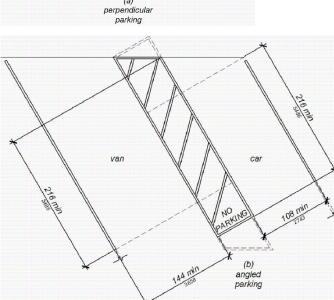
**11B-502.1 General.** Car and van parking spaces shall comply with Section 11B-502. Where parking

spaces are marked with lines, width measurements of parking spaces and access aisles shall be made

**Exception:** Van parking spaces shall be permitted to be 108 inches wide minimum where the access aisle is 96 inches wide minimum.

shall be marked to define the width, and shall have an adjacent access aisle complying with Section





## Figure 11B-502.2 Vehicle Parking Spaces

**11B-502.3 Access Aisle.** Access aisles serving parking spaces shall comply with Section 11B-502.3. Access aisles shall adjoin an accessible route. Two parking spaces shall be permitted to share a common access aisle.

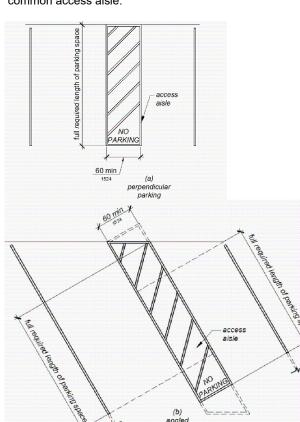


Figure 11B-502.3 Parking Space Access Aisle

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Phone: 619.546.9670

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REVISIONS

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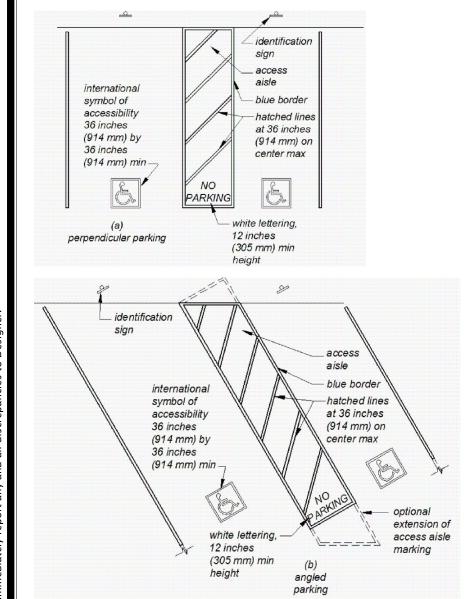
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ACCESSIBILITY NOTES

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Sheet Title:

T1.4



#### Figure 11B-502.3.3 Angled and Perpendicular Parking Identification

11B-502.3.4 Location. Access aisles shall not overlap the vehicular way. Access aisles shall be permitted to be placed on either side of the parking space except for van parking spaces which shall have access aisles located on the passenger side of the parking spaces.

**11B-502.4 Floor or Ground Surfaces.** Parking spaces and access aisles serving them shall comply with Section 11B-302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted.

**Exception:** Slopes not steeper than 1:48 shall be permitted.

**11B-502.5 Vertical Clearance.** Parking spaces, access aisles and vehicular routes serving them shall provide a vertical clearance of 98 inches minimum.

**11B-502.6 Identification.** Parking space identification signs shall include the International Symbol of Accessibility complying with Section 11B-703.7.2.1 in white on a blue background. Signs identifying van parking spaces shall contain additional language or an additional sign with the designation "Van Accessible". Signs shall be 60 inches minimum above the finish floor or ground surface measured to the bottom of the sign.

**Exception:** Signs located within a circulation path shall be a minimum of 80 inches above the finish floor or ground surface measured to the bottom of the sign.

11B-502.6.1 Finish & Size. Parking identification signs shall be reflectorized with a minimum area of 70 square inches..

11B-502.6.2 Minimum fine. Additional language or an additional sign below the International Symbol of Accessibility shall state "Minimum Fine \$250".

**11B-502.6.3 Location.** A parking space identification sign shall be visible from each parking space. Signs shall be permanently posted either immediately adjacent to the parking space or within the projected parking space width at the head end of the parking space. Signs may also be permanently posted on a wall at the interior end of the parking space.

**11B-502.6.4 Marking.** Each accessible car and van space shall have surface identification complying with either Section 11B-502.6.4.1 or 11B-502.6.4.2.

11B-502.6.4.1 The parking space shall be marked with an International Symbol of Accessibility complying with Section 11B-703.7.2.1 in white on a blue background a minimum 36 inches wide by 36 inches high. The centerline of the International Symbol of Accessibility shall be a maximum of 6 inches from the centerline of the parking space, its sides parallel to the length of the parking space and its lower corner at, or lower side aligned with, the end of the parking space length.

11B-502.6.4.2 The parking space shall be outlined in blue or painted blue and shall be marked with an International Symbol of Accessibility complying with Section 11B-703.7.2.1 a minimum 36 inches wide by 36 inches high in white or a suitable contrasting color. The centerline of the International Symbol of Accessibility shall be a maximum of 6 inches from the centerline of the parking space, its sides parallel to the length of the parking space and its lower corner at, or lower side aligned with, the end of the parking space.

**11B-502.7 Relationship to Accessible Routes**. Parking spaces and access aisles shall be designed so that cars and vans, when parked, cannot obstruct the required clear width of adjacent accessible routes.

11B-502.7.1 Arrangement. Parking spaces and access aisles shall be designed so that persons using them are not required to travel behind parking spaces other than to pass behind the parking space in which they parked.

**11B-502.7.2 Wheel stops.** A curb or wheel stop shall be provided if required to prevent encroachment of vehicles over the required clear width of adjacent accessible routes.

**11B-502.8 Additional signs.** An additional sign shall be posted either; 1) in a conspicuous place at each entrance to an off-street parking facility or 2) immediately adjacent to on-site accessible parking and visible from each parking space.

11B-502.8.1 Size. The additional sign shall not be less than 17 inches wide by 22 inches high.

**11B-502.8.2 Lettering.** The additional sign shall clearly state in letters with a minimum height of 1 inch the following:

"Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or special license plates issued for persons with disabilities will be towed away at the owner's expense.

Towed vehicles may be reclaimed at: \_\_\_\_\_\_ or by telephoning

Blank spaces shall be filled in with appropriate information as a permanent part of the sign.

## 11B-503 Passenger Drop-off & Loading Zones

11B-503.1 General. Passenger drop-off and loading zones shall comply with Section 11B-503.

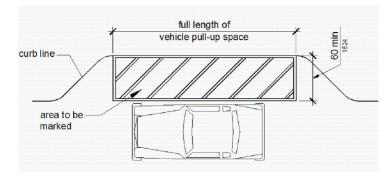
**11B-503.2 Vehicle pull-up space**. Passenger drop-off and loading zones shall provide a vehicular pull-up space 96 inches wide minimum and 20 feet long minimum.

**11B-503.3 Access Aisle.** Passenger drop-off and loading zones shall provide access aisles complying with Section 11B-503 adjacent and parallel to the vehicle pull-up space. Access aisles shall adjoin an accessible route and shall not overlap the vehicular way.

11B-503.3.1 Width. Access aisles serving vehicle pull-up spaces shall be 60 inches wide minimum.

11B-503.3.2 Length. Access aisles shall extend the full length of the vehicle pull-up spaces they serve.

**11B-503.3.3 Marking.** Access aisles shall be marked with a painted borderline around their perimeter. The area within the borderlines shall be marked with hatched lines a maximum of 36 inches on center in a color contrasting with that of the aisle surface.



### Figure 11B-503.3 Passenger Drop-Off & Loading Zone Access Aisle

**11B-503.4 Floor & Ground Surfaces.** Vehicle pull-up spaces and access aisles serving them shall comply with Section 11B-302. Access aisles shall be at the same level as the vehicle pull-up space they serve. Changes in level are not

**Exception:** Slopes not steeper than 1:48 shall be permitted.

11B-503.5 Vertical clearance. Vehicle pull-up spaces, access aisles serving them, and a vehicular route from an entrance to the passenger loading zone and from the passenger loading zone to a vehicular exit shall provide a vertical clearance of 114 inches minimum.

### 11B-504 Stairways

11B-504.1 General. Stairs shall comply with Section 11B-504.

11B-504.2 Treads & Risers. All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.

Exception: Curved stairways with winder treads are permitted at stairs which are not part of a required means of egress.

### 11B-504.3 Open Risers. Open risers are not permitted.

1. On exterior stairways, an opening of not more than 1/2 inch may be permitted between the base of the riser and the tread.

2. On exterior stairways, risers constructed of grating containing openings of not more than 1/2 inch may be permitted.

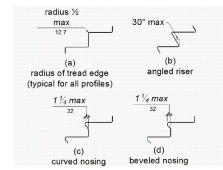
**11B-504.4 Tread Surface.** Stair treads shall comply with Section 11B-302. Changes in level are not permitted. **Exception:** Treads shall be permitted to have a slope not steeper than 1:48.

**11B-504.4.1 Contrasting Stripe.** Interior stairs shall have the upper approach and lower tread marked by a stripe providing clear visual contrast. Exterior stairs shall have the upper approach and all treads marked by a stripe providing clear visual contrast.

The stripe shall be a minimum of 2 inches wide to a maximum of 4 inches wide placed parallel to, and not more than 1 inch from, the nose of the step or upper approach. The stripe shall extend the full width of the step or upper approach and shall be of material that is at least as slip resistant as the other treads of the stair. A painted stripe shall be acceptable. Grooves shall not be used to satisfy this requirement.

**11B-504.5 Nosings.** The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/4 inches maximum over the tread below.

**Exception:** In existing buildings there is no requirement to retroactively alter existing nosing projections of 1 1/2 inches which were constructed in compliance with the building code in effect at the time of original construction.



### Figure 11B-504.5 Stair Nosings

**11B-504.6 Handrails.** Stairs shall have handrails complying with Section 11B-505.

**11B-504.7 Wet Conditions.** Stair treads and landings subject to wet conditions shall be designed to prevent the accumulation of water.

**11B-504.8 Floor Identification.** Floor identification signs required by Chapter 10, Section 1023.9 complying with Sections 11B-703.1, 11B-703.2, 11B-703.3 and 11B-703.5 shall be located at the landing of each floor level, placed adjacent to the door on the latch side, in all enclosed stairways in buildings two or more stories in height to identify the floor level. At the exit discharge level, the sign shall include a raised five pointed star located to the left of the identifying floor level. The outside diameter of the star shall be the same as the height of the raised characters.

## B-505 Handrails

**11B-505.1 General.** Handrails provided along walking surfaces complying with Section 11B-403, required at ramps complying with Section 11B-405, and required at stairs complying with Section 11B-504 shall comply with Section 11B-505.

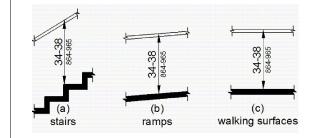
11B-505.2 Where Required. Handrails shall be provided on both sides of stairs and ramps.

- In assembly areas, handrails shall not be required on both sides of aisle ramps where a handrail is provided at either side or within the aisle width.
- 2. Curb ramps do not require handrails.3. At door landings, handrails are not required when the ramp run is less than 6 inches in rise or 72 inches in length.

**11B-505.2.1 Orientation.** The orientation of at least one handrail shall be in the direction of the stair run, perpendicular to the direction of the stair nosing, and shall not reduce the minimum required width of the

11B-505.3 Continuity. Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs. Exception: In assembly areas, ramp handrails adjacent to seating or within the aisle width shall not be required to be continuous in aisles serving seating.

**11B-505.4 Height.** Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.



## Figure 11B-505.4 Handrail Height

**11B-505.5 Clearance.** Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum. Handrails may be located in a recess if the recess is 3 inches maximum deep and 18 inches minimum clear above the top of the handrail.



## Figure 11B-505.5 Handrail Clearance

**11B-505.6 Gripping Surface.** Handrail gripping surfaces shall be continuous along their length and shall not be obstructed along their tops or sides. The bottoms of handrail gripping surfaces shall not be obstructed for more than 20 percent of their length. Where provided, horizontal projections shall occur 1½ inches (38 mm) minimum below the bottom of the handrail gripping surface.

- Where handrails are provided along walking surfaces with slopes not steeper than 1:20, the
  bottoms of handrail gripping surfaces shall be permitted to be obstructed along their entire length
  where they are integral to crash rails or bumper guards.
- 2. The distance between horizontal projections and the bottom of the gripping surface shall be permitted to be reduced by 1/8 inch for each 1/2 inch of additional handrail perimeter dimension that exceeds 4 inches.

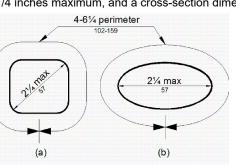


## Figure 11B-505.6 Horizontal Projections Below Gripping Surface

**11B-505.7 Cross Section.** Handrail gripping surfaces shall have a cross section complying with Section 11B-505.7.1 or 11B-505.7.2.

**11B-505.7.1 Circular Cross Section.** Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/2 inches minimum and 2 inches maximum.

11B-505.7.2 Non-Circular Cross Sections. Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/2 inches maximum.



### Figure 11B-505.7.2 Handrail Non-Circular Cross Section

**11B-505.8 Surfaces.** Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.

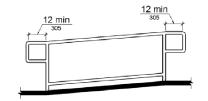
### 11B-505.9 Fittings. Handrails shall not rotate within their fittings.

**11B-505.10 Handrail Extensions**. Handrail gripping surfaces shall extend beyond and in the same direction of stair flights and ramp runs in accordance with Section 11B-505.10.

- Extensions shall not be required for continuous handrails at the inside turn of switchback or dogleg stairs and ramps.
   In assembly areas, extensions shall not be required for ramp handrails in aisles serving seating
- where the handrails are discontinuous to provide access to seating and to permit crossovers within aisles.3. In alterations, where the extension of the handrail in the direction of stair flight or ramp run would create a hazard, the extension of the handrail may be turned 90 degrees from the direction of stair
- flight or ramp run.

  11B-505.10.1 Top & Bottom Extension at Ramps. Ramp handrails shall extend horizontally above the

**11B-505.10.1 Top & Bottom Extension at Ramps.** Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.



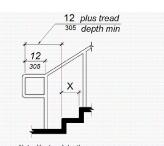
### Figure 11B-505.10.1 Top and Bottom Handrail Extension at Ramps

**11B-505.10.2 Top Extension at Stairs.** At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.



## Figure 11B-505.10.2 Top Handrail Extension at Stairs

**11B-505.10.3 Bottom Extension at Stairs.** At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance equal to one tread depth beyond the last riser nosing. The horizontal extension of a handrail shall be 12 inches long minimum and a height equal to that of the sloping portion of the handrail as measured above the stair nosings. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.



## Figure 11B-505.10.3 Bottom Handrail Extension at Stairs

## DIVISION 6: PLUMBING ELEMENTS & FACILITIES

## 11B-601 General

**11B-601.1 Scope**. The provisions of Division 6 shall apply where required by Division 2 or where referenced by a requirement in this chapter.

**11B-602 Drinking Fountains** Not Applicable.

## 11B-603 Toilet & Bathing Rooms

**11B-603.1 General.** Toilet and bathing rooms shall comply with Section 11B-603.

11B-603.2 Clearances. Clearances shall comply with Section 11B-603.2.

11B-603.2.1 Turning Space. Turning space complying with Section 11B-304 shall be provided within the room.11B-603.2.2 Overlap. Required clear floor spaces, clearance at fixtures, and turning space shall be permitted to

11B-603.2.3 Door Swing. Doors shall not swing into the clear floor space or clearance required for any fixture.
 Doors to accessible water closet compartments shall be permitted to encroach into the turning space without

Doors to accessible water closet compartments shall be permitted to encroach into the turning space without limitation. Other than doors to accessible water closet compartments, a door, in any position, shall be permitted to encroach into the turning space by 12 inches maximum.

Exceptions:

- Not Applicable.
   Where the toilet.
- 2. Where the toilet room or bathing room is for individual use and a clear floor space complying with Section 11B-305.3 is provided within the room beyond the arc of the door swing, doors shall be permitted to swing into the clear floor space or clearance required for any fixture.

**11B-603.3 Mirrors.** Mirrors located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 40 inches maximum above the finish floor or ground. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches maximum above the finish floor or ground.

**11B-603.4 Coat Hooks, Shelves & Medicine Cabinets.** Coat hooks shall be located within one of the reach ranges specified in Section 11B-308. Shelves shall be located 40 inches minimum and 48 inches maximum above the finish floor. Medicine cabinets shall be located with a usable shelf no higher than 44 inches maximum above the finish floor.

11B-603.5 Accessories. Where towel or sanitary napkin dispensers, waste receptacles, or other accessories are provided in toilet facilities, at least one of each type shall be located on an accessible route. All operable parts, including coin slots, shall be 40 inches maximum above the finish floor.

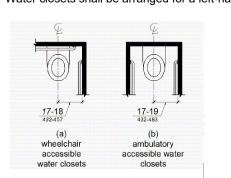
Exception: Baby changing tables are not required to comply with Section 11B-603.5.

**11B-603.6 Guest Room Toilet & Bathing Rooms.** Toilet and bathing rooms within guest rooms that are not required to provide mobility features complying with Section 11B-806.2 shall provide all toilet and bathing fixtures in a location that allows a person using a wheelchair measuring 30 inches by 48 inches to touch the wheelchair to any lavatory, urinal, water closet, tub, sauna, shower stall and any other similar sanitary installation, if provided.

### 11B-604 Water Closets & Toilet Compartments

11B-604.1 General. Water closets and toilet compartments shall comply with Sections 11B-604.2 through 11B-604.8.
 Exception: Water closets and toilet compartments for children's use shall be permitted to comply with Section 11B-604.9.

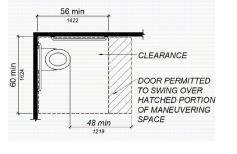
**11B-604.2 Location.** The water closet shall be positioned with a wall or partition to the rear and to one side. The centerline of the water closet shall be 17 inches minimum to 18 inches maximum from the side wall or partition, except that the water closet shall be 17 inches minimum and 19 inches maximum from the side wall or partition in the ambulatory accessible toilet compartment specified in Section 11B-604.8.2. Water closets shall be arranged for a left-hand or right-hand approach.



#### Figure 11B-604.2 Water Closet Location

**11B-604.3 Clearance.** Clearances around water closets and in toilet compartments shall comply with Section 11B-604.3.

**11B-604.3.1 Size.** Clearance around a water closet shall be 60 inches minimum measured perpendicular from the side wall and 56 inches minimum measured perpendicular from the rear wall. A minimum 60 inches wide and 48 inches deep maneuvering space shall be provided in front of the water closet.



### Figure 11B-604.3.1 Size of Clearance at Water Closets

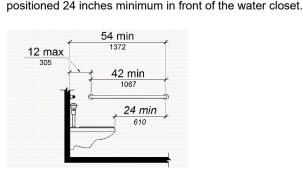
**11B-604.3.2 Overlap.** The required clearance around the water closet shall be permitted to overlap the water closet, associated grab bars, dispensers, sanitary napkin disposal units, coat hooks, shelves, accessible routes, clear floor space and clearances required at other fixtures, and the turning space. No other fixtures or obstructions shall be located within the required water closet clearance.

**11B-604.4 Seats**. The seat height of a water closet above the finish floor shall be 17 inches minimum and 19 inches maximum measured to the top of the seat. Seats shall not be sprung to return to a lifted position. Seats shall be 2 inches high maximum.

**11B-604.5 Grab Bars.** Grab bars for water closets shall comply with Section 11B-609. Grab bars shall be provided on the side wall closest to the water closet and on the rear wall. Where separate grab bars are required on adjacent walls at a common mounting height, an L-shaped grab bar meeting the dimensional requirements of Sections 11B-604.5.1 and 11B-604.5.2 shall be permitted.

11B-604.5.1 Side Wall. The side wall grab bar shall be 42 inches long minimum, located 12 inches

maximum from the rear wall and extending 54 inches minimum from the rear wall with the front end



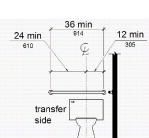
## Figure 11B-604.3.1 Size of Clearance at Water Closets

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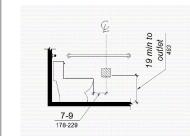
**11B-604.5.1 Side Wall.** The side wall grab bar shall be 42 inches long minimum, located 12 inches maximum from the rear wall and extending 54 inches minimum from the rear wall with the front end positioned 24 inches minimum in front of the water closet.



## Figure 11B-604.5.2 Rear Wall Grab Bar at Water Closets

**11B-604.6 Flush Controls.** Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with Section 11B-309 except they shall be located 44 inches maximum above the floor. Flush controls shall be located on the open side of the water closet except in ambulatory accessible compartments complying with Section 11B-604.8.2.

**11B-604.7 Dispensers.** Toilet paper dispensers shall comply with Section 11B-309.4 and shall be 7 inches minimum and 9 inches maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be below the grab bar, 19 inches minimum above the finish floor and shall not be located behind grab bars. Dispensers shall not be of a type that controls delivery or that does not allow continuous paper flow.



## Figure 11B-604.7 Dispenser Outlet Location

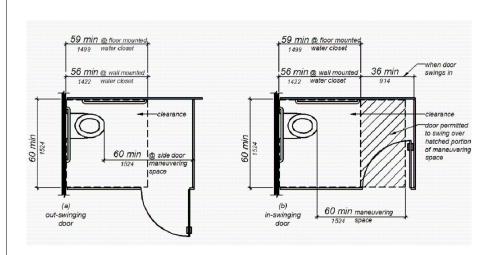
**11B-604.8 Toilet Compartments.** Wheelchair accessible toilet compartments shall meet the requirements of Sections 11B-604.8.1 and 11B-604.8.3. Compartments containing more than one plumbing fixture shall comply with Section 11B-603. Ambulatory accessible compartments shall comply with Sections 11B-604.8.2 and 11B-604.8.3.

**11B-604.8.1 Wheelchair Accessible Compartments.** Wheelchair accessible compartments shall comply with Section 11B-604.8.1.

**11B-604.8.1.1 Size.** Wheelchair accessible compartments shall be 60 inches wide minimum measured perpendicular to the side wall, and 56 inches deep minimum for wall hung water closets and 59 inches deep minimum for floor mounted water closets measured perpendicular to the rear wall. Wheelchair accessible compartments shall additionally provide maneuvering space complying with Section 11B-604.8.1.1.1, 11B-604.8.1.1.2, or 11B-604.8.1.1.3, as applicable.

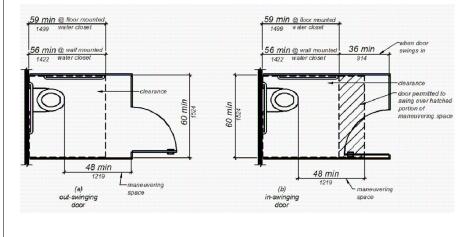
11B-604.8.1.1.1 Maneuvering Space With In-Swinging door. In a wheelchair accessible compartment with an in-swinging door, a minimum 60 inches wide by 36 inches deep maneuvering space shall be provided in front of the clearance required in Section 11B-604.8.1.1. See Figures 11B-604.8.1.1.2 (b) and 11B-604.8.1.1.3 (b).

11B-604.8.1.1.2 Maneuvering Space With Side-Opening Door. In a wheelchair accessible compartment with a door located in the side wall or partition, either in-swinging or out-swinging, a minimum 60 inches wide and 60 inches deep maneuvering space shall be provided in front of the water closet. See Figure 11B-604.8.1.1.2.



### Figure 11B-604.8.1.1.2 Maneuvering Space with Side-Opening Door

11B-604.8.1.1.3 Maneuvering Space With End-Opening Door. In a wheelchair accessible compartment with a door located in the front wall or partition (facing the water closet), either in-swinging or out-swinging, a minimum 60 inches wide and 48 inches deep maneuvering space shall be provided in front of the water closet. See Figure 11B-604.8.1.1.3.

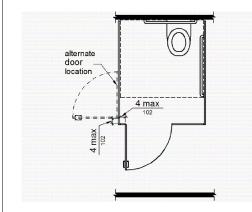


### Figure 11B-604.8.1.1.3 Maneuvering Space with End-Opening Door

with Section 11B-404 except that if the approach is from the push side of the compartment door, clearance between the door side of the compartment and any obstruction shall be 48 inches minimum measured perpendicular to the compartment door in its closed position. Doors shall be located in the front partition or in the side wall or partition farthest from the water closet. Where located in the front partition, the door opening shall be 4 inches maximum from the side wall or partition farthest from the water closet. Where located in the side wall or partition, the door opening shall be 4 inches maximum from the front partition. The door shall be self-closing. A door pull complying with Section 11B-404.2.7 shall be placed on both sides of the door near the latch. Doors shall not swing into the clear floor space or clearance required for any fixture. Doors may swing into that portion of maneuvering space which does not overlap the clearance required at a water closet.

**11B-604.8.1.2 Doors.** Toilet compartment doors, including door hardware, shall comply

maneuvering space which does not overlap the clearance required at a water closet. **Exception:** When located at the side of a toilet compartment, the toilet compartment door opening shall provide a clear width of 34 inches minimum.

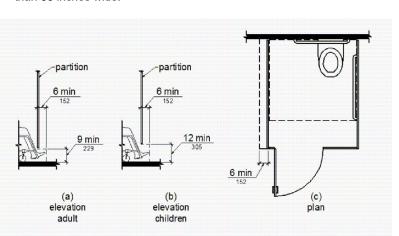


## Figure 11B-604.8.1.2 Wheelchair Accessible Toilet Compartment Doors

**11B-604.8.1.3 Approach.** Compartments shall be arranged for left-hand or right-hand approach to the water closet.

11B-604.8.1.4 Toe Clearance. At least one side partition shall provide a toe clearance of 9 inches minimum above the finish floor and 6 inches deep minimum beyond the compartment-side face of the partition, exclusive of partition support members. Partition components at toe clearances shall be smooth without sharp edges or abrasive surfaces.

Exception: Toe clearance at the side partition is not required in a compartment greater than 66 inches wide.



## Figure 11B-604.8.1.4 Wheelchair Accessible Toilet Compartment Toe Clearance

11B-604.8.1.5 Grab Bars. Grab bars shall comply with Section 11B-609. A side-wall grab bar complying with Section 11B-604.5.1 shall be provided and shall be located on the wall closest to the water closet. In addition, a rear-wall grab bar complying with Section 11B-604.5.2 shall be provided. Where separate grab bars are required on adjacent walls at a common mounting height, an L-shaped grab bar meeting the dimensional requirements of Sections 11B-604.5.1 and 11B-604.5.2 shall be permitted.

**11B-604.8.2 Ambulatory Accessible Compartments.** Ambulatory accessible compartments shall comply with Section 11B-604.8.2.

**11B-604.8.2.1 Size.** Ambulatory accessible compartments shall have a depth of 60 inches minimum and a width of 35 inches minimum and 37 inches maximum.

**11B-604.8.2.2 Doors.** Toilet compartment doors, including door hardware, shall comply with Section 11B-404, except that if the approach is to the latch side of the compartment door, clearance between the door side of the compartment and any obstruction shall be 44 inches minimum. The door shall be self-closing. A door pull complying with Section 11B-404.2.7 shall be placed on both sides of the door near the latch. Toilet compartment doors shall not swing into the minimum required compartment area.

**11B-604.8.2.3 Grab Bars.** Grab bars shall comply with Section 11B-609. A side-wall grab bar complying with Section 11B-604.5.1 shall be provided on both sides of the compartment.

drch 5 des

2825 Dewey Road, Unit 207 San Diego, CA 92106 Phone: 619.546.9670

WELLNESS CENTER

6 E. MISSION RD

HEALTH & WELLNES

10/23/24

REVISIONS

OF CHARGE STREET TRD

Date: 10/23/24

ACCESSIBILITY NOTES

Project No.

Sheet Title:

AS NOTED

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#### Figure 11B-604.8.2 Ambulatory Accessible Toilet Compartment

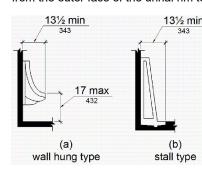
11B-604.8.3 Coat Hooks & Shelves. Coat hooks shall be located within one of the reach ranges specified in Section 11B-308. Shelves shall be located 40 inches minimum and 48 inches maximum

11B-604.9 Water Closets & Toilet Compartments for Children's Use. Not Applicable.

#### 11B-605 Urinals

#### **11B-605.1 General.** Urinals shall comply with Section 11B-605.

11B-605.2 Height & Depth. Urinals shall be the stall-type or the wall-hung type with the rim 17 inches maximum above the finish floor or ground. Urinals shall be 13 1/2 inches deep minimum measured from the outer face of the urinal rim to the back of the fixture.



#### Figure 11B-605.2 Height and Depth of Urinals

**11B-605.3 Clear Floor Space.** A clear floor or ground space complying with Section 11B-305 positioned for forward approach shall be provided.

11B-605.4 Flush Controls. Flush controls shall be hand operated or automatic. Hand operated flush controls shall comply with Section 11B-309 except that the flush control shall be mounted at a maximum height of 44 inches above the finish floor.

#### 11B-606 Lavatories & Sinks

#### **11B-606.1 General.** Lavatories and sinks shall comply with Section 11B-606.

11B-606.2 Clear Floor Space. A clear floor space complying with Section 11B-305, positioned for a forward approach, and knee and toe clearance complying with Section 11B-306 shall be provided.

- 1. A parallel approach complying with Section 11B-305 shall be permitted to wet bars.
- No Applicable 3. Not Applicable.
- 4. Not Applicable.
- Not Applicable. 6. The dip of the overflow shall not be considered in determining knee and toe clearances. 7. No more than one bowl of a multi-bowl sink shall be required to provide knee and toe clearance

11B-606.3 Height. Lavatories and sinks shall be installed with the front of the higher of the rim or

counter surface 34 inches maximum above the finish floor or ground. 11B-606.4 Faucets. Controls for faucets shall comply with Section 11B-309. Hand-operated metering

faucets shall remain open for 10 seconds minimum. 11B-606.5 Exposed Pipes & Surfaces. Water supply and drain pipes under lavatories and sinks shall

be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive

11B-606.6 Adjacent Side Wall or Partition. Lavatories, when located adjacent to a side wall or partition, shall be a minimum of 18 inches to the centerline of the fixture.

I1B-606.7 Sink Depth. Where a forward approach is required at a sink, knee and toe clearance shall be provided in compliance with Section 11B-306.

## 11B-607 Bathtubs Not Applicable.

surfaces under lavatories and sinks.

## 11B-608 Shower Compartments Not Applicable.

complying with Section 11B-306.

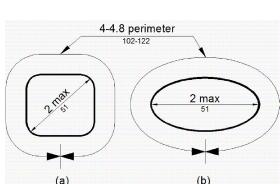
## 11B-609 Grab Bars

11B-609.1 General. Grab bars in toilet facilities and bathing facilities shall comply with Section

11B-609.2 Cross Section. Grab bars shall have a cross section complying with Section 11B-609.2.1

**11B-609.2.1 Circular Cross Section.** Grab bars with circular cross sections shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.

11B-609.2.2 Non-Circular Cross Section. Grab bars with non-circular cross sections shall have a cross-section dimension of 2 inches maximum and a perimeter dimension of 4 inches minimum and 4.8 inches maximum

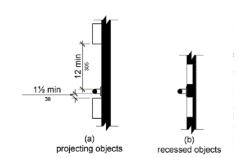


## Figure 11B-609.2.2 Grab Bar Non-Circular Cross Section

the inside corner between two adjacent wall surfaces.

**11B-609.3 Spacing.** The space between the wall and the grab bar shall be 1 1/2 inches. The space between the grab bar and projecting objects below and at the ends shall be 1 1/2 inches minimum. The space between the grab bar and projecting objects above shall be 12 inches minimum. Exceptions

1. The space between the grab bars and shower controls, shower fittings, and other grab bars above shall be permitted to be 1 1/2 inches minimum. 2. For L-shaped or U-shaped grab bars complying with Section 11B-609.9 the space between the walls and the grab bar shall be 1 1/2 inches (minimum for a distance of 6 inches on either side of



## Figure 11B-609.3 Spacing of Grab Bars

**11B-609.4 Position of Grab Bars.** Grab bars shall be installed in a horizontal position, 33 inches minimum and 36 inches maximum above the finish floor measured to the top of the gripping surface. The height of the lower grab bar on the back wall of a bathtub shall comply with Section 11B-607.4.1.1 or

11B-609.5 Surface Hazards. Grab bars and any wall or other surfaces adjacent to grab bars shall be free of sharp or abrasive elements and shall have rounded edges.

11B-609.6 Fittings. Grab bars shall not rotate within their fittings.

**11B-609.7 Installation.** Grab bars shall be installed in any manner that provides a gripping surface at the specified locations and that does not obstruct the required clear floor space.

**11B-609.8 Structural Strength**. Allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 250 pounds is applied at any point on the grab bar, fastener, mounting device, or supporting structure.

**11B-609.9 Alternate Configuration.** L-shaped or U-shaped grab bars shall be permitted.

11B-610 Seats Not Applicable.

11B-611 Washing Machines & Clothes Dryers Not Applicable.

### 11B-612 Saunas Steam Rooms Not Applicable. **DIVISION 7: COMMUNICATION ELEMENTS & FEATURES**

## 11B-701 General

11B-701.1 Scope. The provisions of Division 7 shall apply where required by Division 2 or where referenced by a requirement in this chapter.

## 11B-702 Fire Alarm Systems

11B-702.1 General. Fire alarm systems shall have permanently installed audible and visible alarms complying with NFPA 72 and Chapter 9, Sections 907.5.2.1 and 907.5.2.3.

## 11B-703 Signs

11B-703.1 General. Signs shall comply with Section 11B-703. Where both visual and tactile characters are required, either one sign with both visual and tactile characters, or two separate signs, one with visual, and one with tactile characters, shall be provided.

**11B-703.1.1 Plan Review & Inspection.** Signs as specified in Section 11B-703, or in other sections of this code, when included in the construction of new buildings or facilities, or when included, altered or replaced due to additions, alterations or renovations to existing buildings or facilities, and when a permit is required, shall comply with Sections 11B-703.1.1.1 and 11B-703.1.1.2.

11B-703.1.1.1 Plan Review. Plans, specifications or other information indicating compliance with these regulations shall be submitted to the enforcing agency for review and approval.

**11B-703.1.1.2 Inspection.** Signs and identification devices shall be field inspected after installation and approved by the enforcing agency prior to the issuance of a final certificate of occupancy per Chapter 1, Division II, Section 111, or final approval where no certificate of occupancy is issued. The inspection shall include, but not be limited to, verification that Braille dots and cells are properly spaced and the size, proportion and type of raised characters are in compliance with these regulations.

**11B-703.2 Raised Characters.** Raised characters shall comply with Section 11B-703.2 and shall be duplicated in Braille complying with Section 11B-703.3. Raised characters shall be installed in accordance with Section 11B-703.4.

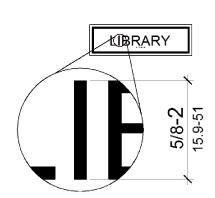
11B-703.2.1 Depth. Raised characters shall be 1/32 inch minimum above their background.

11B-703.2.2 Case. Characters shall be uppercase.

11B-703.2.3 Style. Characters shall be sans serif. Characters shall not be italic, oblique, script, highly decorative, or of other unusual forms.

11B-703.2.4 Character Proportions. Characters shall be selected from fonts where the width of the uppercase letter "O" is 60 percent minimum and 110 percent maximum of the height of the uppercase letter "I".

11B-703.2.5 Character Height. Character height measured vertically from the baseline of the character shall be 5/8 inch minimum and 2 inches maximum based on the height of the uppercase letter "I".



## Figure 11B-703.2.5 Height of Raised Characters

11B-703.2.6 Stroke Thickness. Stroke thickness of the uppercase letter "I" shall be 15 percent maximum of the height of the character.

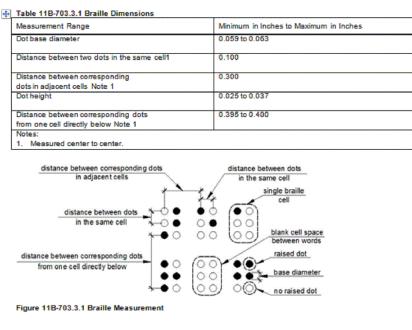
11B-703.2.7 Character Spacing. Character spacing shall be measured between the two closest points of adjacent raised characters within a message, excluding word spaces. Where characters have rectangular cross sections, spacing between individual raised characters shall be 1/8 inch minimum and 4 times the raised character stroke width maximum. Where characters have other cross sections, spacing between individual raised characters shall be 1/16 inch minimum and 4 times the raised character stroke width maximum at the base of the cross sections, and 1/8 inch minimum and 4 times the raised character stroke width maximum at the top of the cross sections. Characters shall be separated from raised borders and decorative elements 3/8 inch minimum.

**11B-703.2.8 Line Spacing.** Spacing between the baselines of separate lines of raised characters within a message shall be 135 percent minimum and 170 percent maximum of the raised character

**11B-703.2.9 Format.** Text shall be in a horizontal format.

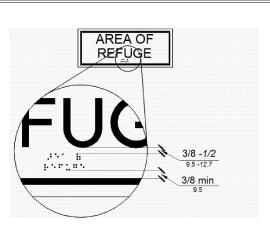
11B-703.3 Braille. Braille shall be contracted (Grade 2) and shall comply with Sections 11B-703.3 and

11B-703.3.1 Dimensions & Capitalization. Braille dots shall have a domed or rounded shape and shall comply with Table 11B-703.3.1. The indication of an uppercase letter or letters shall only be used before the first word of sentences, proper nouns and names, individual letters of the alphabet, initials, and acronyms.



11B-703.3.2 Position. Braille shall be positioned below the corresponding text in a horizontal format, flush left or centered. If text is multi-lined, Braille shall be placed below the entire text. Braille shall be separated 3/8 inch minimum and 1/2 inch maximum from any other tactile characters and 3/8 inch minimum from raised borders and decorative elements.

Exception: Braille provided on elevator car controls shall be separated 3/16 inch minimum and shall be located directly below the corresponding raised characters or symbols.

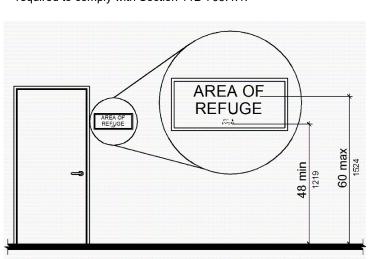


#### Figure 11B-703.3.2 Position of Braille

11B-703.4 Installation Height & Location. Signs with tactile characters shall comply with Section 11B-703.4.

11B-703.4.1 Height Above Finish Floor or Ground. Tactile characters on signs shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest Braille cells and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest line of raised characters.

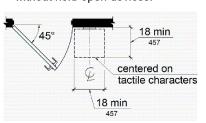
**Exception:** Tactile characters for elevator car controls shall not be required to comply with Section 11B-703.4.1.



#### Figure 11B-703.4.1 Height of Tactile Characters Above Finish Floor or Ground

**11B-703.4.2 Location.** Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side. Where a tactile sign is provided at double doors with one active leaf, the sign shall be located on the inactive leaf. Where a tactile sign is provided at double doors with two active leafs, the sign shall be located to the right of the right hand door. Where there is no wall space at the latch side of a single door or at the right side of double doors, signs shall be located on the nearest adjacent wall. Signs containing tactile characters shall be located so that a clear floor space of 18 inches minimum by 18 inches minimum, centered on the tactile characters, is provided beyond the arc of any door swing between the closed position and 45 degree open position. Where provided, signs identifying permanent rooms and spaces shall be located at the entrance to, and outside of the room or space. Where provided, signs identifying exits shall be located at the exit door when approached in the direction of earess travel.

**Exception:** In alterations where sign installation locations identified in Section 11B-703.4.2 are obstructed or otherwise unavailable for sign installation, signs with tactile characters shall be permitted on the push side of doors with closers and without hold-open devices



## Figure 11B-703.4.2 Location of Tactile Signs at Doors

maximum of the height of the uppercase letter "I".

11B-703.5 Visual Characters. Visual characters shall comply with Section 11B-703.5.

**Exception:** Where visual characters comply with Section 11B-703.2 and are accompanied by Braille complying with Section 11B-703.3, they shall not be required to comply with Sections 11B-703.5.2 through 11B-703.5.6, 11B-703.5.8 and 11B-703.5.9.

11B-703.5.1 Finish & Contrast. Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.

**11B-703.5.2 Case.** Characters shall be uppercase or lowercase or a combination of

**11B-703.5.3 Style.** Characters shall be conventional in form. Characters shall not

be italic, oblique, script, highly decorative, or of other unusual forms. **11B-703.5.4 Character Proportions.** Characters shall be selected from fonts where the width of the uppercase letter "O" is 60 percent minimum and 110 percent

11B-703.5.5 Character Height. Minimum character height shall comply with Table 11B-703.5.5. Viewing distance shall be measured as the horizontal distance between the character and an obstruction preventing further approach towards the

sign. Character height shall be based on the uppercase letter "I". **Exception:** Where provided, floor plans providing emergency procedures information in accordance with Title 19 shall not be required to comply with Section 11B-703.5.5.

Table 11B-703.5.5 Visual Character	. Unight	
Height to Finish Floor or Ground From Baseline of Character	Horizontal Viewing Distance	Minimum Character Height
10 inches to less than or equal to	less than 72 inches	5/8 inch
70 inches	72 inches and greater	5/8 inch, plus 1/8 inch per foot of viewing distance above 72 inches
Greater than 70 inches to less than or equal to 120 inches	less than 180 inches	2 inches
	180 inches and greater	2 inches, plus 1/8 inch per foot of viewing distance above 180 inches
reater than 120 inches	less than 21 feet	3 inches
	21 feet and greater	3 inches, plus 1/8 inch per foot of viewing distance above 21 feet

#### 11B-703.5.6 Height from Finish Floor or Ground. Visual characters shall be 40 inches minimum above the finish floor or ground. Exceptions:

1. Visual characters indicating elevator car controls shall not be required to

comply with Section 11B-703.5.6. Not Applicable

3. Where provided, floor plans providing emergency procedures information in accordance with Title 19 shall not be required to comply with Section 11B-703.5.6.

**11B-703.5.7 Stroke Thickness.** Stroke thickness of the uppercase letter "I" shall be 10 percent minimum and 20 percent maximum of the height of the character.

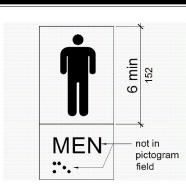
**11B-703.5.8 Character Spacing.** Character spacing shall be measured between the two closest points of adjacent characters, excluding word spaces. Spacing between individual characters shall be 10 percent minimum and 35 percent maximum of character height.

**11B-703.5.9 Line Spacing.** Spacing between the baselines of separate lines of characters within a message shall be 135 percent minimum and 170 percent maximum of the character height.

**11B-703.5.10 Format.** Text shall be in a horizontal format.

11B-703.6 Pictograms. Pictograms shall comply with Section 11B-703.6.

**11B-703.6.1 Pictogram Field.** Pictograms shall have a field height of 6 inches minimum. Characters and Braille shall not be located in the pictogram field.



### Figure 11B-703.6.1 Pictogram Field

11B-703.6.2 Finish & Contrast. Pictograms and their field shall have a non-glare finish. Pictograms shall contrast with their field with either a light pictogram on a dark field or a dark pictogram on a light field.

11B-703.6.3 Text Descriptors. Pictograms shall have text descriptors located directly below the pictogram field. Text descriptors shall comply with Sections 11B-703.2, 11B-703.3 and 11B-703.4.

11B-703.7 Symbols of Accessibility. Symbols of accessibility shall comply with Section 11B-703.7.

11B-703.7.1 Finish & Contrast. Symbols of accessibility and their background shall have a non-glare finish. Symbols of accessibility shall contrast with their background with either a light symbol on a dark background or a dark symbol on a light background.

### 11B-703.7.2 Symbols

11B-703.7.2.1 International Symbol of Accessibility. The International Symbol of Accessibility shall comply with Figure 11B-703.7.2.1. The symbol shall consist of a white figure on a blue background. The color blue shall approximate FS 15090 in Federal Standard 595C.

### 1. The appropriate enforcement agency may approve other colors provided the symbol contrast is light on dark or dark

2. On the accessibility function button on hall call consoles in a destination-oriented elevator system the International Symbol of Accessibility shall be a white symbol on a black background.



#### Figure 11B-703.7.2.1 International Symbol of Accessibility

11B-703.7.2.2 International Symbol of TTY. Not Applicable.

11B-703.7.2.3 Volume Control Telephones. Not Applicable. 11B-703.7.2.4 Assistive Listening Systems. Not Applicable.

### 11B-703.7.2.5 Not Applicable.

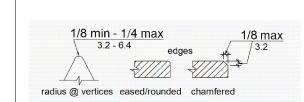
11B-703.7.2.6 Toilet Facilities Geometric Symbols. Geometric symbols at entrances to toilet rooms shall be mounted at 58 inches minimum and 60 inches maximum above the finish floor or ground surface measured from the centerline of the symbol. Where a door is provided the symbol shall be mounted within 1 inch of the vertical centerline of the door.

11B-703.7.2.6.1 Men's Toilet Facilities. An equilateral triangle, 1/4 inch thick with edges 12 inches long and a vertex pointing upward, shall be located at entrances to men's toilet facilities. The triangle symbol shall contrast with the door, either light on a dark background or dark on a light background.

11B-703.7.2.6.2 Women's Toilet Facilities. A circle, 1/4 inch thick and 12 inches in diameter, shall be located at entrances to women's toilet facilities. The circle symbol shall contrast with the door, either light on a dark background or dark on a light background.

11B-703.7.2.6.3 Unisex Toilet Facilities. A circle, 1/4 inch thick and 12 inches in diameter with a 1/4 inch (thick triangle with a vertex pointing upward, superimposed on and geometrically inscribed within the circle and within the 12 inch diameter, shall be provided at entrances to unisex toilet facilities. The vertices of the triangle shall be located 1/4 inch maximum from the edge of the circle. The triangle symbol shall contrast with the circle symbol, either light on a dark background or dark on a light background. The circle symbol shall contrast with the door, either light on a dark background or dark on a light background.

11B-703.7.2.6.4 Edges & Vertices on Geometric Symbols. Edges shall be eased or rounded at 1/16 inch minimum, or namfered at 1/8 inch maximum. Vertices shall be radiused between 1/8 inch minimum and 1/4 inch maximun



## FIGURE 11B-703.7.2.6.4 Edges & Vertices on Geometric Symbols

11B-703.7.2.7 Pedestrian Traffic-Control Buttons. Pole-supported pedestrian traffic-control buttons shall be identified with color coding consisting of a textured horizontal yellow band 2 inches in width encircling the pole, and a 1-inch-wide dark border band above and below this yellow band. Color coding shall be placed immediately above the control button. Control buttons shall be located no higher than 48 inches above the ground surface adjacent to the pole.

11B-703.8 Variable Message Signs Not Applicable.

11B-704 Telephones Not Applicable.

11B-705 Detectable Warnings & Detectable Directional Texture

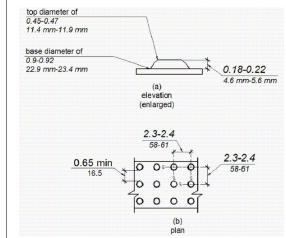
## 11B-705.1 Detectable Warnings

11B-705.1.1 General. Detectable warnings shall consist of a surface of truncated domes and shall comply with Section

**11B-705.1.1.1 Dome size.** Truncated domes in a detectable warning surface shall have a base diameter of 0.9 inch

minimum and 0.92 inch maximum, a top diameter of 0.45 inch minimum and 0.47 inch maximum, and a height of 0.2 inch. 11B-705.1.1.2 Dome Spacing. Truncated domes in a detectable warning surface shall have a center-to-center spacing of

2.3 inches minimum and 2.4 inches maximum, and a base-to-base spacing of 0.65 inch minimum, measured between the most adjacent domes on a square grid. **Exception:** Where installed in a radial pattern, truncated domes shall have a center-to-center spacing of 1.6 inches minimum to 2.4 inches maximum.



## Figure 11B-705.1 Size and Spacing of Truncated Domes

11B-705.1.1.3 Color & Contrast. Detectable warning surfaces at transit boarding platform edges, bus stops, hazardous vehicular areas, reflecting pools, and track crossings shall comply with Section 11B-705.1.1.3.1. Detectable warnings at other locations shall comply with either Section 11B-705.1.1.3.1 or Section 11B-705.1.1.3.2. The material used to provide visual contrast shall be an integral part of the surface.

11B-705.1.1.3.1 Detectable warning surfaces shall be yellow and approximate FS 33538 of Federal Standard 595C.

11B-705.1.1.3.2 Detectable warning surfaces shall provide a 70 percent minimum visual contrast with adjacent walking surfaces. Contrast in percent shall be determined by:

Contrast percent =  $[(B1-B2)/B1] \times 100$  where

B1 = light reflectance value (LRV) of the lighter area and

B2 = light reflectance value (LRV) of the darker area. **Exception:** Where the detectable warning surface does not provide a 70 percent minimum contrast with adjacent walking surfaces, a 1 inch wide minimum visually contrasting surface shall separate the detectable warning from adjacent walking surfaces. The visually contrasting surface shall contrast with both the detectable warning and adjacent walking surfaces either light-on-dark, or dark-on-light.

# **11B-705.1.1.4 Resiliency**. Detectable warning surfaces shall differ from adjoining surfaces in resiliency or

**Exception:** Detectable warning surfaces at curb ramps, islands or cut-through medians shall not be required to comply with Section 11B-705.1.1.4.

**11B-705.1.2 Locations.** Detectable warnings at the following locations shall comply with Section 11B-705.1.

### 11B-705.1.2.1 Platform Edges. Not Applicable.

**11B-705.1.2.2 Curb Ramps.** Detectable warnings at curb ramps shall extend 36 inches in the direction of travel. Detectable warnings shall extend the full width of the ramp run less 2 inches maximum on each side, excluding any flared sides. Detectable warnings shall be located so the edge nearest the curb is 6 inches minimum and 8 inches maximum from the line at the face of the curb marking the transition between the curb and the gutter, street or highway. **Exception:** On parallel curb ramps, detectable warnings shall be placed on the turning space at the flush transition between the street and sidewalk. Detectable warnings shall extend the full width of the turning space at the flush transition between the street and the sidewalk less 2 inches maximum on each side.

11B-705.1.2.3 Islands or Cut-Through Medians. Detectable warnings at pedestrian islands or cut-through medians shall be 36 inches minimum in depth extending the full width of the pedestrian path or cut-through less 2 inches maximum on each side, placed at the edges of the pedestrian island or cut-through median, and shall be separated by

24 inches minimum of walking surface without detectable warnings. **Exception:** Detectable warnings shall be 24 inches minimum in depth at pedestrian islands or cut-through medians that are less than 96 inches in length in the direction of pedestrian travel.

#### 11B-705.1.2.4 Bus stops. Not Applicable.

11B-705.1.2.5 Hazardous Vehicular Areas. Detectable warnings at hazardous vehicular areas shall be 36 inches in

11B-705.1.2.6 Reflecting Pools. When detectable warnings are provided at reflecting pools, it shall be 24 inches minimum and 36 inches maximum in width.

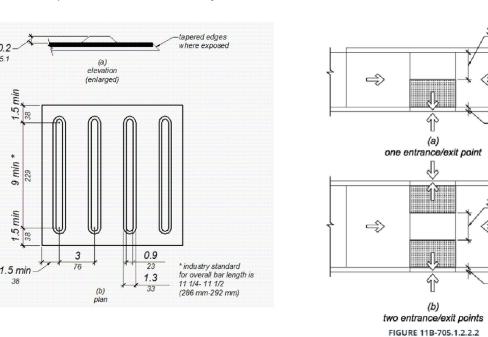
### 11B-705.1.2.7 Track Crossings. Not Applicable.

#### 11B-705.2 Detectable Directional Texture. Not Applicable. Figure 11B-705.1 Size and Spacing of Truncated Domes

11B-705.1.1.3 Color & Contrast. Detectable warning surfaces at transit boarding platform edges, bus stops, hazardous vehicular areas, reflecting pools, and track crossings shall comply with Section 11B-705.1.1.3.1. Detectable warnings at other locations shall comply with either Section 11B-705.1.1.3.1 or Section 11B-705.1.1.3.2. The material used to provide visual contrast shall be an integral part of the surface.

11B-705.1.1.3.1 Detectable warning surfaces shall be yellow and approximate FS 33538 of Federal Standard 595C.

11B-705.1.1.3.2 Detectable warning surfaces shall provide a 70 percent minimum visual contrast with adjacent walking surfaces. Contrast in percent shall be determined by:



## Figure 11B-705.2 Detectable Directional Texture

11B-705.3 Product Approval. Not Applicable.

11B-706 Assistive Listening Systems Not Applicable.

## 11B-707 Point-of-Sale Devices

11B-707.1 General. Point-of-sale devices shall comply with Section 11B-707.

11B-707.2 Clear Floor or Ground Space. A clear floor or ground space complying with Section 11B-305 shall be provided. Exception: Clear floor or ground space shall not be required at drive-up only automatic teller machines and fare

11B-707.3 Operable Parts. Operable parts shall comply with Section 11B-309. Unless a clear or correct key is provided, each operable part shall be able to be differentiated by sound or touch, without activation.

## Exceptions:

1. Not Applicable. Not Applicable. 3. Where point-of-sale devices do not require compliance with Section 11B-707.2, compliance with Sections 11B-309.2

11B-707.4 Privacy. Not Applicable.

and 11B-309.3 shall not be required.

11B-707.5 Speech Output. Not Applicable 11B-707.6 Input. Not Applicable.

11B-707.7 Display Screen. Not Applicable. **11B-707.9 Point-of-Sale Devices.** Point-of-sale devices shall comply with Section 11B-707.9.

11B-707.9.1 General. Point-of-sale systems that include a video touch screen or any other non-tactile keypad shall be equipped with either of the following: 11B-707.9.1.1 Tactilely Discernible Numerical Keypad. A tactilely discernible numerical keypad similar to a telephone

0.9 mm on the number 5 key that enables a visually impaired person to enter his or her own personal identification number or any other personal information necessary to process the transaction in a manner that provides the opportunity for the same degree of privacy input and output available to all individuals.

11B-707.9.1.2 Other Technology. Other technology, such as a radio frequency identification device, fingerprint biometrics, or some other mechanism that enables a visually impaired person to access the video touch screen device with his or her personal identifier and to process his or her transaction in a manner that provides the opportunity for the same degree of privacy input and output available to all individuals. Where a video screen overlay is provided it shall be equipped with a tactilely discernible numerical keypad complying with Section 11B-707.9.1.1.

## 11B-708 Two-way Communication Systems Not Applicable.

**DIVISION 8: SPECIAL ROOMS, SPACES & ELEMENTS** 

11B-801.1 Scope. The provisions of Division 8 shall apply where required by Division 2 or where referenced by a requirement in this chapter

## 11B-802 Wheelchair Spaces

11B-801 General

11B-802.1 Wheelchair Spaces. Wheelchair spaces shall comply with Section 11B-802.1.

11B-802.1.1 Floor or Ground Surface. The floor or ground surface of wheelchair spaces shall comply with Section 11B-302. Changes in level are not permitted. **Exception:** Slopes not steeper than 1:48 shall be permitted.

11B-802.1.2 Width. A single wheelchair space shall be 36 inches wide minimum. Where two adjacent wheelchair spaces are provided, each wheelchair space shall be 33 inches wide minimum.

**REVISIONS** 

10/2

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2825 Dewey Road, Unit 207

San Diego, CA 92106

Phone: 619.546.9670

keypad containing a raised dot with a dot base diameter between 1.5 mm and 1.6 mm and a height between 0.6 mm and Bid Issue Date: 10/23/24

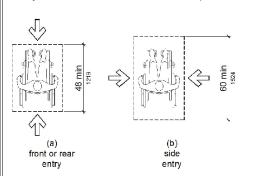
AS NOTED Scale Project No.

**ACCESSIBILITY NOTES** 

Sheet Title:

## Figure 11B-802.1.2 Width of Wheelchair Spaces

**11B-802.1.3 Depth.** Where a wheelchair space can be entered from the front or rear, the wheelchair space shall be 48 inches deep minimum. Where a wheelchair space can be entered only from the side, the wheelchair space shall be 60 inches deep minimum.



### Figure 11B-802.1.3 Depth of Wheelchair Spaces

**11B-802.1.4 Approach.** Wheelchair spaces shall adjoin accessible routes. Accessible routes shall not overlap wheelchair spaces.

11B-802.1.5 Overlap. Wheelchair spaces shall not overlap circulation paths.

11B-802.2 Lines of Sight. Not Applicable.

11B-802.3 Companion Seats. Not Applicable

11B-802.5 Semi-Ambulant Seats. Not Applicable.

11B-803 Employee Locker Rooms or Spaces

**11B-803.1 General.** Employee locker rooms or areas shall comply with Section 11B-803.

**11B-803.2 Turning Space.** Turning space complying with Section 11B-304 shall be provided within the room or space.

11B-803.3 Door Swing. Doors shall not swing into the room unless a turning space complying with Section 11B-304.3 is provided beyond the arc of the door swing.

11B-803.4 Benches. Not Applicable.

11B-803.5 Coat Hooks & Shelves. Not Applicable.

11B-803.6 Mirrors. Not Applicable.

11B-804 Kitchens, Kitchenettes & Wet Bars Not Applicable.

11B-805 Medical Care & Long-term Care Facilities Not Applicable

11B-806 Transient Lodging Guest Rooms Not Applicable

11B-807 Holding Cells & Housing Cells Not Applicable.

11B-808 Courtrooms Not Applicable.

11B-809 Residential Dwelling Units Not Applicable.

11B-810 Transportation Facilities Not Applicable

11B-811 Storage Not Applicable.

11B-812 Electric Vehicle Charging Stations

11B-812.1 General. Electric vehicle charging stations (EVCS) shall comply with Section 11B-812 as required by Section 11B-228.3. Where vehicle spaces and access aisles are marked with lines, measurements shall be made from the centerline of the markings.

**Exception:** Where vehicle spaces or access aisles are not adjacent to another vehicle space, access aisle, or parking space, measurements shall be permitted to include the full width of the line defining the vehicle space or access aisle.

**11B-812.2 Operable Parts.** Operable parts shall comply with Section 11B-309.

11B-812.3 Floor or Ground Surfaces. Vehicle spaces and access aisles serving them shall comply with Section 11B-302. Access aisles shall be at the same level as the vehicle space they serve. Changes in level, slopes exceeding 1:48, and detectable warnings shall not be permitted in

11B-812.4 Vertical Clearance. Vehicle spaces, access aisles serving them, and vehicular routes serving them shall provide a vertical clearance of 98 inches minimum. Where provided, overhead cable management systems shall not obstruct required vertical clearance.

## 11B-812.5 Accessible Routes

vehicle spaces and access aisles.

11B-812.5.1 Accessible Route to Building or Facility. EVCS complying with Section 11B-812 that serve a particular building or facility shall be located on an accessible route to an entrance complying with Section 11B-206.4. Where EVCS do not serve a particular building or facility, EVCS complying with Section 11B-812 shall be located on an accessible route to an accessible pedestrian entrance of the EV charging facility.

**Exception:** EVCS complying with Section 11B-812 shall be permitted to be located in different EV charging facilities if substantially equivalent or greater accessibility is provided in terms of distance from an accessible entrance or entrances, charging fee, and user convenience.

11B-812.5.2 Accessible Route to EV Charger. An accessible route complying with Section 11B-402 shall be provided between the vehicle space and the EV charger which serves it.

11B-812.5.3 Relationship to Accessible Routes. Vehicle spaces and access aisles shall be designed so that when the vehicle space is occupied the required clear width of adjacent accessible routes is not obstructed. A curb, wheel stop, bollards, or other barrier shall be provided if required to prevent encroachment of vehicles over the required clear width of adjacent accessible routes.

11B-812.5.4 Arrangement. Vehicle spaces and access aisles shall be designed so that persons using them are not required to travel behind vehicle spaces or parking spaces other than the vehicle space in which their vehicle has been left to charge.

- Exceptions: 1. Ambulatory EVCS shall not be required to comply with Section 11B-812.5.4.
- 2. Vehicle spaces installed in existing facilities shall comply with Section 11B-812.5.4 to the maximum extent feasible.

**11B-812.5.5 Obstructions.** EVCS shall be designed so accessible routes are not obstructed by cables or other elements.

11B-812.6 Vehicle spaces. Vehicle spaces serving van accessible, standard accessible, ambulatory and drive-up EVCS shall be 216 inches (5486 mm) long minimum and shall comply with Sections 11B-812.6.1 through 11B-812.6.4 as applicable. All vehicle spaces shall be marked to define their width.

- Exceptions:
- 1. Where the long dimension of vehicle spaces is parallel to the traffic flow in the adjacent vehicular way, the length of vehicle spaces shall be 240 inches (minimum. 2. Vehicle spaces at drive-up EVCS shall be 240 inches long minimum and shall not be

11B-812.6.1 Van Accessible. Vehicle spaces serving van accessible EVCS shall be 144 inches wide minimum and shall have an adjacent access aisle complying with Section 11B-812.7.

11B-812.6.2 Standard Accessible. Vehicle spaces serving standard accessible EVCS shall be 108 inches wide minimum and shall have an adjacent access aisle complying with Section

11B-812.6.3 Ambulatory. Vehicle spaces serving ambulatory EVCS shall be 120 inches wide minimum and shall not be required to have an adjacent access aisle.

11B-812.6.4 Drive-Up. Not Applicable.

required to be marked to define their width.

11B-812.7 Access Aisle. Access aisles shall adjoin an accessible route. Two vehicle spaces shall be permitted to share a common access aisle. Access aisles shall be 60 inches wide minimum and shall extend the full required length of the vehicle spaces they serve.

11B-812.7.1 Location. Access aisles at vehicle spaces shall not overlap the vehicular way and may be placed on either side of the vehicle space they serve except for van accessible spaces which shall have access aisles located on the passenger side of the vehicle spaces.

11B-812.7.2 Marking. Access aisles at vehicle spaces shall be marked with a painted borderline around their perimeter. The area within the borderlines shall be marked with hatched lines a maximum of 36 inches (914 mm) on center. The color of the borderlines, hatched lines, and letters shall contrast with that of the surface of the access aisle. The blue color required for identification of access aisles for accessible parking shall not be used. Access aisle markings may extend beyond the minimum required length.

11B-812.7.3 Lettering. The words "NO PARKING" shall be painted on the surface within each access aisle in letters a minimum of 12 inches in height and located to be visible from the adjacent

11B-812.8 Identification Signs. EVCS identification signs shall be provided in compliance with Section 11B-812.8.

**11B-812.8.1 Four or Fewer.** Where four or fewer total EVCS are provided, identification with an International Symbol of Accessibility (ISA) shall not be required.

**11B-812.8.2 Five to Twenty-Five.** Where five to twenty-five total EVCS are provided, one van accessible EVCS shall be identified by an ISA complying with Section 11B-703.7.2.1. The required standard accessible EVCS shall not be required to be identified with an ISA.

11B-812.8.3 Twenty-Six or More. Where twenty-six or more total EVCS are provided, all required van accessible and all required standard accessible EVCS shall be identified by an ISA complying with Section 11B-703.7.2.1.

11B-812.8.4 Ambulatory. Ambulatory EVCS shall not be required to be identified by an ISA.

### 11B-812.8.5 Drive-up. Not Applicable.

**11B-812.8.6 Finish & Size.** Identification signs shall be reflectorized with a minimum area of 70

11B-812.8.7 Location. Required identification signs shall be visible from the EVCS it serves. Signs shall be permanently posted either immediately adjacent to the vehicle space or within the projected vehicle space width at the head end of the vehicle space. Signs identifying van accessible vehicle spaces shall contain the designation "van accessible." Signs shall be 60 inches minimum above the finish floor or ground surface measured to the bottom of the sign. Signs located within an accessible route shall be 80 inches minimum above the finish floor or ground surface measured to the bottom of the sign. Signs may also be permanently posted on a wall at the interior end of the vehicle space.

11B-812.9 Surface Marking. EVCS vehicle spaces shall provide surface marking stating "EV CHARGING ONLY" in letters 12 inches high minimum. The centerline of the text shall be a maximum of 6 inches from the centerline of the vehicle space and its lower corner at, or lower side aligned with, the end of the parking space length.

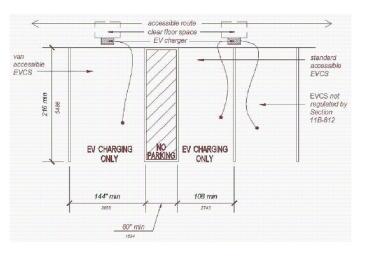


Figure 11B-812.9 Surface Marking

11B-812.10 Electric Vehicle Chargers

**11B-812.10.1 General.** EV chargers shall comply with Section 11B-812.10.

11B-812.10.2 Operable Parts. Operable parts and charging cord storage shall comply with Section

11B-812.10.3 Point-of-Sale Devices. Where provided, point-of-sale devices shall comply with Sections 11B-707.2, 11B-707.3, 11B-707.7.2, and 11B-707.9.

11B-812.10.4 Location. EV chargers shall be adjacent to, and within the projected width of the vehicle space being served.

- Exceptions: 1. EV chargers serving more than one EVCS shall be adjacent to, and within the combined projected width of the vehicle spaces being served.
- 2. For alterations at existing facilities where an accessible route or general circulation path is not provided adjacent to the head end of the vehicle space or access aisle, the EV charger may be located within the projected width of the access aisle 36 inches maximum from the head
- 3. Where the long dimension of a vehicle space is parallel to the vehicular way, the EV charger shall be adjacent to, and 48 inches maximum from the head end or foot end of the vehicle space or access aisle being served.

## **DIVISION 9: BUILT-IN ELEMENTS**

## 11B-901 General

11B-901.1 Scope. The provisions of Division 9 shall apply where required by Division 2 or where

11B-902 Dining Surfaces & Work Surfaces

referenced by a requirement in this chapter.

**11B-902.1 General.** Dining surfaces and work surfaces shall comply with Sections 11B-902.2 and

**11B-902.2 Clear Floor or Ground Space**. A clear floor space complying with Section 11B-305 positioned for a forward approach shall be provided. Knee and toe clearance complying with Section 11B-306 shall be provided.

11B-902.3 Height. The tops of dining surfaces and work surfaces shall be 28 inches minimum and 34 inches maximum above the finish floor or ground.

11B-902.4 Dining Surfaces & Work Surfaces for Childrens Use. Not Applicable.

**11B-903.1 General.** Benches shall comply with Section 11B-903.

11B-903.2 Clear Floor or Ground Space. Clear floor or ground space complying with Section 11B-305 shall be provided and shall be positioned at the end of the bench seat and parallel to the short axis of the bench.

**11B-903.3 Size.** Benches shall have seats that are 48 inches long minimum and 20 inches deep minimum and 24 inches deep maximum.

11B-903.4 Back Support. The bench shall provide for back support or shall be affixed to a wall along its long dimension. Back support shall be 48 inches long minimum and shall extend from a point 2 inches maximum above the seat surface to a point 18 inches minimum above the seat surface. Back support shall be 2 1/2 inches maximum from the rear edge of the seat measured

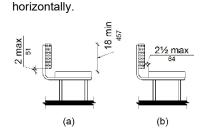


Figure 11B-903.4 Bench Back Support

**11B-903.5 Height.** The top of the bench seat surface shall be 17 inches minimum and 19 inches maximum above the finish floor or ground.

11B-903.6 Structural Strength. Benches shall be affixed to the wall or floor. Allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 250 pounds is applied at any point on the seat, fastener, mounting device, or supporting structure.

**11B-903.7 Wet Locations.** Where installed in wet locations, the surface of the seat shall be slip resistant and shall not accumulate water.

#### 11B-904 Sales & Service Counters

11B-904.1 General. Sales and service counters shall comply with the applicable requirements of Section 11B-904.

11B-904.2 Approach. All portions of counters required to comply with Section 11B-904 shall be located adjacent to a walking surface complying with Section 11B-403.

#### 11B-904.3 Check-Out Aisles. Not Applicable.

11B-904.4 Sales & Service Counters. Sales counters and service counters shall comply with Section 11B-904.4.1 or 11B-904.4.2. The accessible portion of the counter top shall extend the same depth as the sales or service counter top.

**11B-904.4.1 Parallel Approach.** A portion of the counter surface that is 36 inches long minimum and 34 inches high maximum above the finish floor shall be provided. A clear floor or ground space complying with Section 11B-305 shall be positioned for a parallel approach adjacent to the 36 inch minimum length of counter.

11B-904.4.2 Forward Approach. A portion of the counter surface that is 36 inches long minimum and 34 inches high maximum shall be provided. Knee and toe space complying with Section 11B-306 shall be provided under the counter. A clear floor or ground space complying with Section 11B-305 shall be positioned for a forward approach to the counter.

### 11B-904.5 Food Service Lines. Not Applicable.

11B-904.5.1 Self-Service Shelves & Dispensing Devices. Self-service shelves and dispensing devices for tableware, dishware, condiments, food and beverages shall comply with Section

**11B-904.5.2 Tray Slides.** Not Applicable.

11B-904.6 Security Glazing. Not Applicable

**DIVISION 10: RECREATION FACILITIES** 

#### 11B-1001 General

11B-1001.1 Scope. The provisions of Division 10 shall apply where required by Division 2 or where referenced by a requirement in this chapter.

#### **11B-1002 Amusement Rides** Not Applicable.

11B-1003 Recreational Boating Facilities Not Applicable.

11B-1005 Fishing Piers & Platforms Not Applicable.

11B-1006 Golf Facilities Not Applicable.

11B-1007 Miniature Golf Facilities Not Applicable.

11B-1008 Play Areas Not Applicable.

11B-1009 Swimming Pools, Wading pools & spas Not Applicable.



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10/

**REVISIONS** Bid Issue Date: 10/23/24

Sheet Title: **ACCESSIBILITY NOTES** 

AS NOTED

Project No.

but are not required unless adopted by a city, county, or city and county as specified in Section 101.7.

301.3 NONRESIDENTIAL ADDITIONS AND ALTERATIONS. [BSC-CG] The provisions of individual sections of Chapter 5 apply to newly constructed buildings, building additions of 1,000 square feet or greater, and/or building alterations with a permit valuation of \$200,000 or above (for occupancies within the authority of California Building Standards Commission). Code sections relevant to additions and alterations shall only apply to the portions of the building being added or altered within the scope of the

A code section will be designated by a banner to indicate where the code section only applies to newly constructed buildings [N] or to additions and/or alterations [A]. When the code section applies to both, no

### 301.3.1 Nonresidential additions and alterations that cause updates to plumbing fixtures only:

Note: On and after January 1, 2014, certain commercial real property, as defined in Civil Code Section 1101.3, shall have its noncompliant plumbing fixtures replaced with appropriate water-conserving plumbing fixtures under specific circumstances. See Civil Code Section 1101.1 et seq. for definitions, types of commercial real property affected, effective dates, circumstances necessitating replacement of noncompliant plumbing fixtures, and duties and responsibilities for

301.3.2 Waste Diversion. The requirements of Section 5.408 shall be required for additions and alterations whenever a permit is required for work.

301.4 PUBLIC SCHOOLS AND COMMUNITY COLLEGES. (see GBSC)

#### **SECTION 302 MIXED OCCUPANCY BUILDINGS**

**302.1 MIXED OCCUPANCY BUILDINGS.** In mixed occupancy buildings, each portion of a building shall comply with the specific green building measures applicable to each specific occupancy.

### **SECTION 303 PHASED PROJECTS**

construction (or newly constructed) shall apply.

301.5 HEALTH FACILITIES. (see GBSC)

**303.1 PHASED PROJECTS.** For shell buildings and others constructed for future tenant improvements, only those code measures relevant to the building components and systems considered to be new

303.1.1 Initial Tenant improvements. The provisions of this code shall apply only to the initial tenant improvements to a project. Subsequent tenant improvements shall comply with the scoping provisions in Section 301.3 non-residential additions and alterations.

#### **ABBREVIATION DEFINITIONS:**

Department of Housing and Community Development California Building Standards Commission Division of the State Architect, Structural Safety OSHPD Office of Statewide Health Planning and Development Low Rise High Rise Additions and Alterations

### CHAPTER 5

### NONRESIDENTIAL MANDATORY MEASURES

### DIVISION 5.1 PLANNING AND DESIGN

### **SECTION 5.101 GENERAL**

The provisions of this chapter outline planning, design and development methods that include environmentally

responsible site selection, building design, building siting and development to protect, restore and enhance the environmental quality of the site and respect the integrity of adjacent properties.

### **SECTION 5.102 DEFINITIONS**

5.102.1 DEFINITIONS The following terms are defined in Chapter 2 (and are included here for reference)

CUTOFF LUMINAIRES. Luminaires whose light distribution is such that the candela per 1000 lamp lumens does not numerically exceed 25 (2.5 percent) at an angle of 90 degrees above nadir, and 100 (10 percent) at a vertical angle of 80 degrees above nadir. This applies to all lateral angles around the luminaire.

## LOW-EMITTING AND FUEL EFFICIENT VEHICLES.

Eligible vehicles are limited to the following: 1. Zero emission vehicle (ZEV), including neighborhood electric vehicles (NEV), partial zero emission vehicle (PZEV), advanced technology PZEV (AT ZEV) or CNG fueled (original equipment manufacturer only) regulated under Health and Safety Code section 43800 and CCR, Title 13, Sections 1961 and 1962. 2. High-efficiency vehicles, regulated by U.S. EPA, bearing High-Occupancy Vehicle (HOV) car pool lane

stickers issued by the Department of Motor Vehicles. NEIGHBORHOOD ELECTRIC VEHICLE (NEV). A motor vehicle that meets the definition of "low-speed vehicle"

either in Section 385.5 of the Vehicle Code or in 49CFR571.500 (as it existed on July 1, 2000), and is certified to zero-emission vehicle standards.

**TENANT-OCCUPANTS.** Building occupants who inhabit a building during its normal hours of operation as permanent occupants, such as employees, as distinguished from customers and other transient visitors.

**VANPOOL VEHICLE.** Eligible vehicles are limited to any motor vehicle, other than a motortruck or truck tractor, designed for carrying more than 10 but not more than 15 persons including the driver, which is maintained and used primarily for the nonprofit work-related transportation of adults for the purpose of ridesharing.

**Note:** Source: Vehicle Code, Division 1, Section 668

**ZEV.** Any vehicle certified to zero-emission standards.

## **SECTION 5.106 SITE DEVELOPMENT**

5.106.1 STORM WATER POLLUTION PREVENTION FOR PROJECTS THAT DISTURB LESS THAN ONE ACRE **OF LAND.** Newly constructed projects and additions which disturb less than one acre of land, and are not part of a larger common plan of development or sale, shall prevent the pollution of storm water runoff from the construction activities through one or more of the following measures:

**5.106.1.1 Local ordinance**. Comply with a lawfully enacted storm water management and/or erosion control

**5.106.1.2 Best Management Practices (BMPs).** Prevent the loss of soil through wind or water erosion by implementing an effective combination of erosion and sediment control and good housekeeping BMPs.

- 1. Soil loss BMPs that should be considered for implementation as appropriate for each project include,
- but are not limited to, the following: a. Scheduling construction activity during dry weather, when possible. b. Preservation of natural features, vegetation, soil, and buffers around surface waters.
- c. Drainage swales or lined ditches to control stormwater flow. d. Mulching or hydroseeding to stabilize disturbed soils.
- e. Erosion control to protect slopes.
- Protection of storm drain inlets (gravel bags or catch basin inserts).
- g. Perimeter sediment control (perimeter silt fence, fiber rolls). Sediment trap or sediment basin to retain sediment on site.
- Stabilized construction exits. Wind erosion control.
- Other soil loss BMPs acceptable to the enforcing agency.
- 2. Good housekeeping BMPs to manage construction equipment, materials, non-stormwater discharges and wastes that should be considered for implementation as appropriate for each project include, but are not limited to, the following:
- a. Dewatering activities.
- b. Material handling and waste management. Building materials stockpile management.
- d. Management of washout areas (concrete, paints, stucco, etc.).
- e. Control of vehicle/equipment fueling to contractor's staging area. f. Vehicle and equipment cleaning performed off site.
- Spill prevention and control.
- n. Other housekeeping BMPs acceptable to the enforcing agency.

5.106.2 STORMWATER POLLUTION PREVENTION FOR PROJECTS THAT DISTURB ONE OR MORE ACRES OF **LAND.** Comply with all lawfully enacted stormwater discharge regulations for projects that (1) disturb one acre or more of land, or (2) disturb less than one acre of land but are part of a larger common plan of development sale.

Note: Projects that (1) disturb one acre or more of land, or (2) disturb less than one acre of land but are part of the larger common plan of development or sale must comply with the post-construction requirements detailed in the applicable National Pollutant Discharge Elimination System (NPDES) General permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities issued by the State Water Resources Control Board or the Lahontan Regional Water Quality Control Board (for projects in the Lake Tahoe Hydrologic Unit).

The NPDES permits require postconstruction runoff (post-project hydrology) to match the preconstruction runoff (pre-project hydrology) with the installation of postconstruction stormwater management measures. The NPDES permits emphasize runoff reduction through on-site stormwater use, interception, evapotranspiration, and infiltration through nonstructural controls, such as Low Impact Development (LID) practices, and conversation design measures. Stormwater volume that cannot be addressed using nonstructural practices is required to be captured in structural practices and be approved by the enforcing agency.

Refer to the current applicable permits on the State Water Resources Control Board website at: www.waterboards.ca.gov/constructionstormwater. Consideration to the stormwater runoff management measures should be given during the initial design process for appropriate integration into site development.

5.106.4 BICYCLE PARKING. For buildings within the authority of California Building Standards Commission as specified in Section 103, comply with Section 5.106.4.1. For buildings within the authority of the Division of the State Architect pursuant to Section 105, comply with Section 5.106.4.2

**5.106.4.1 Bicycle parking. [BSC-CG]** Comply with Sections 5.106.4.1.1 and 5.106.4.1.2; or meet the applicable local ordinance, whichever is stricter.

5.106.4.1.1 Short-term bicycle parking. If the new project or an addition or alteration is anticipated to generate visitor traffic, provide permanently anchored bicycle racks within 200 feet of the visitors' entrance, readily visible to passers-by, for 5% of new visitor motorized vehicle parking spaces being added, with a minimum of one two-bike capacity rack.

**Exception:** Additions or alterations which add nine or less visitor vehicular parking spaces.

**5.106.4.1.2 Long-term bicycle parking.** For new buildings with tenant spaces that have 10 or more tenant-occupants, provide secure bicycle parking for 5 percent of the tenant-occupant vehicular parking spaces with a minimum of one bicycle parking facility.

**5.106.4.1.3** For additions or alterations that add 10 or more tenant-occupant vehicular parking spaces, provide secure bicycle parking for 5 percent of the tenant vehicular parking spaces being added, with a minimum of one bicycle parking facility.

**5.106.4.1.4** For new shell buildings in phased projects provide secure bicycle parking for 5 percent of the anticipated tenant-occupant vehicular parking spaces with a minimum of one bicycle parking facility.

**5.106.4.1.5** Acceptable bicycle parking facility for Sections 5.106.4.1.2, 5.106.4.1.3, and 5.106.4.1.4 shall be convenient from the street and shall meet one of the following:

- 1. Covered, lockable enclosures with permanently anchored racks for bicycles; 2. Lockable bicycle rooms with permanently anchored racks; or 3. Lockable, permanently anchored bicycle lockers.
- Note: Additional information on recommended bicycle accommodations may be obtained from Sacramento Area Bicycle Advocates.

**5.106.4.2 Bicycle parking. [DSA-SS]** For public schools and community colleges, comply with Sections 5.106.4.2.1 and 5.106.4.2.2

**5.106.4.2.1 Student bicycle parking.** Provide permanently anchored bicycle racks conveniently accessed with a minimum of four two-bike capacity racks per new building. **5.106.4.2.2 Staff bicycle parking.** Provide permanent, secure bicycle parking conveniently accessed with a minimum of two staff bicycle parking spaces per new building. Acceptable bicycle parking facilities shall be convenient from the street or staff parking area and shall meet one of the following:

- 1. Covered, lockable enclosures with permanently anchored racks for bicycles;
- 2. Lockable bicycle rooms with permanently anchored racks; or 3. Lockable, permanently anchored bicycle lockers.

5.106.5.2 DESIGNATED PARKING FOR CLEAN AIR VEHICLES. In new projects or additions or alterations that add 10 or more vehicular parking spaces, provide designated parking for any combination of low-emitting, fuel-efficient and carpool/van pool vehicles as follows:

TABLE 5.106.5.2 - PARKING				
TOTAL NUMBER OF PARKING SPACES	NUMBER OF REQUIRED SPACES			
0-9	0			
10-25	1			
25-50	3			
51-75	6			
76-100	8			
101-150	11			
151-200	16			
201 AND OVER	AT LEAST 8% OF TOTAL			

**5.106.5.2.1 - Parking stall marking.** Paint, in the paint used for stall striping, the following characters such that the lower edge of the last word aligns with the end of the stall striping and is visible beneath a parked vehicle: CLEAN AIR / VAN POOL / EV

Note: Vehicles bearing Clean Air Vehicle stickers from expired HOV lane programs may be considered eligible for designated parking spaces.

5.106.5.3 Electric vehicle (EV) charging. [N] Construction shall comply with Section 5.106.5.3.1 or Section 5.106.5.3.2 to facilitate future installation of electric vehicle supply equipment (EVSE). When EVSE(s) is/are installed, it shall be in accordance with the California Building Code, the California Electrical Code and as follows:

**5.106.5.3.1 Single charging space requirements. [N]** When only a single charging space is required per Table 5.106.5.3.3, a raceway is required to be installed at the time of construction and shall be installed in accordance with the California Electrical Code. Construction plans and specifications shall include, but are not limited to, the following:

- 1. The type and location of the EVSE.
- 2. A listed raceway capable of accommodating a 208/240 -volt dedicated branch circuit.
- 3. The raceway shall not be less than trade size 1". 4. The raceway shall originate at a service panel or a subpanel serving the area, and shall
- terminate in close proximity to the proposed location of the charging equipment and listed suitable cabinet, box, enclosure or equivalent.
- 5. The service panel or subpanel shall have sufficient capacity to accommodate a minimum 40-ampere dedicated branch circuit for the future installation of the EVSE.

**5.106.5.3.2 Multiple charging space requirements. [N]** When multiple charging spaces are required per Table 5.106.5.3.3 raceway(s) is/are required to be installed at the time of construction and shall be installed in accordance with the California Electrical Code. Construction plans and specifications shall include, but are not limited to, the following:

- 1. The type and location of the EVSE.
- 2. The raceway(s) shall originate at a service panel or a subpanel(s) serving the area, and shall terminate in close proximity to the proposed location of the charging equipment and into listed suitable cabinet(s), box(es), enclosure(s) or equivalent.
- 4. Electrical calculations shall substantiate the design of the electrical system, to include the rating of equipment and any on-site distribution transformers and have sufficient capacity
- to simultaneously charge all required EVs at its full rated amperage. 5. The service panel or subpanel(s) shall have sufficient capacity to accommodate the required number of dedicated branch circuit(s) for the future installation of the EVSE.

3. Plan design shall be based upon 40-ampere minimum branch circuits.

**5.106.5.3.3 EV charging space calculations. [N]** Table 5.106.5.3.3 shall be used to determine if single or multiple charging space requirements apply for the future installation of EVSE.

**Exceptions:** On a case-by-case basis where the local enforcing agency has determined EV charging and infrastructure is not feasible based upon one or more of the following conditions:

- 1. Where there is insufficient electrical supply.
- 2. Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 5.106.5.3, may adversely impact the construction cost of the project.

TABLE 5.106.5.3.3	
TOTAL NUMBER OF PARKING SPACES	NUMBER OF REQUIRED SPACES
0-9	0
10-25	1
26-50	2
51-75	4
76-100	5
101-150	7
151-200	10
201 AND OVER	6% of total <sup>1</sup>

1. Calculation for spaces shall be rounded up to the nearest whole number.

**5.106.5.3.4 [N] Identification.** The service panel or subpanel(s) circuit directory shall identify the reserved overcurrent protective device space(s) for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".

**5.106.5.3.5 [N]** Future charging spaces qualify as designated parking as described in Section 5.106.5.2 Designated parking for clean air vehicles.

5.106.8 LIGHT POLLUTION REDUCTION. [N].I Outdoor lighting systems shall be designed and installed to comply with the following:

- 1. The minimum requirements in the California Energy Code for Lighting Zones 0-4 as defined in Chapter 10, Section 10-114 of the California Administrative Code; and
- 2. Backlight (B) ratings as defined in IES TM-15-11 (shown in Table A-1 in Chapter 8); 3. Uplight and Glare ratings as defined in California Energy Code (shown in Tables 130.2-A and 130.2-B in
- 4. Allowable BUG ratings not exceeding those shown in Table 5.106.8, [N] or Comply with a local ordinance lawfully enacted pursuant to Section 101.7, whichever is more stringent

#### Exceptions: [N]

1. Luminaires that qualify as exceptions in Section 140.7 of the California Energy Code.

Alternate materials, designs and methods of construction.

Building facade meeting the requirements in Table 140.7-B of the California Energy Code, Part 6. . Custom lighting features as allowed by the local enforcing agency, as permitted by Section 101.8

- 1. See also California Building Code, Chapter 12, Section 1205.6 for college campus lighting requirements for parking facilities and walkways. 2. Refer to Chapter 8 (Compliance Forms, Worksheets and Reference Material) for IES TM-15-11 Table
- A-1. California Energy Code Tables 130.2-A and 130.2-B.

	77 1, California Energy Code Tables 100.2 77 and 100.2 B.
3.	Refer to the California Building Code for requirements for additions and alterations.

ALLOWABLE RATING	LIGHTING ZONE LZ0	LIGHTING ZONE LZ1	LIGHTING ZONE LZ2	LIGHTING ZONE LZ3	LIGHTING ZONE LZ4
MAXIMUM ALLOWABLE BACKLIGHT RATING 3					
Luminaire greater than 2 mounting heights (MH) from property line	N/A	No Limit	No Limit	No Limit	No Limit
Luminaire back hemisphere is 1-2 MH from property line	N/A	B2	В3	B4	B4
Luminaire back hemisphere is 0.5-1 MH from property line	N/A	B1	B2	В3	В3
Luminaire back hemisphere is less than 0.5 MH from property line	N/A	В0	В0	B1	B2
MAXIMUM ALLOWABLE UPLIGHT RATING (U)					
For area lighting 4	N/A	U0	U0	U0	U0
For all other outdoor lighting,including decorative luminaires	N/A	U1	U2	U3	UR
MAXIMUM ALLOWABLE GLARE RATING 5 (G)					
Luminaire greater than 2 MH from property line	N/A	G1	G2	G3	G4
Luminaire front hemisphere is 1-2 MH from property line	N/A	G0	G1	G1	G2
Luminaire front hemisphere is 0.5-1 MH from property line	N/A	G0	G0	G1	G1
Luminaire back hemisphere is					

1. IESNA Lighting Zones 0 and 5 are not applicable; refer to Lighting Zones as defined in the California Energy Code and Chapter 10 of the Callifornia Administrative Code.

2. For property lines that abut public walkways, bikeways, plazas and parking lots, the property line may be considered to be 5 feet beyond the actual property line for purpose of determining compliance with this section. For property lines that abut public roadways and public transit

corridors, the property line may be considered to be the centerline of the public roadway or public

transit corridor for the purpose of determining compliance with this section. 3. If the nearest property line is less than or equal to two mounting heights from the back

hemisphere of the luminaire distribution, the applicable reduced Backlight rating shall be met. 4. General lighting luminaires in areas such as outdoor parking, sales or storage lots shall meet these reduced ratings. Decorative luminaires located in these areas shall meet U-value limits for

5. If the nearest property line is less than or equal to two mounting heights from the front hemisphere of the luminaire distribution, the applicable reduced Glare rating shall be met.

**5.106.10 GRADING AND PAVING.** Construction plans shall indicate how site grading or a drainage system will manage all surface water flows to keep water from entering buildings. Examples of methods to manage surface water include, but are not limited to, the following:

- 2. Water collection and disposal systems. French drains.

"all other outdoor lighting".

less than 0.5 MH from property

- 4. Water retention gardens.
- 5. Other water measures which keep surface water away from buildings and aid in groundwater
- **Exception:** Additions and alterations not altering the drainage path.

**5.106.12 SHADE TREES [DSA-SS].** Shade Trees shall be planted to comply with Sections 5.106.12.1, 5.106.12.2, and 5.106.12.3. Percentages shown shall be measured at noon on the summer solstice. Landscape irrigation necessary to establish and maintain tree health shall comply with Section 5.304.6.

**5.106.12.1 Surface parking areas.** Shade tree plantings, minimum #10 container size or equal, shall be installed to provide shade over 50 percent of the parking area within 15 years.

**Exceptions:** The surface parking area covered by solar photovoltaic shade structures, or shade structures, with roofing materials that comply with Table A5.106.11.2.2 in Appendix A5, are not

included in the total area calculations.

**Exceptions:** Playfields for organized sport activity are not included in the total area calculation.

**5.106.12.2 Landscape areas.** Shade tress plantings, minimum #10 container size or equal shall be installed to provide shade of 20% of the landscape area within 15 years.

**5.106.12.3.** Hardscape areas. Shade tree plantings, minimum #10 container size or equal shall be installed to provide shade over 20 percent of the hardscape area within 15 years.

**Exceptions:** Walks, hardscape areas covered by solar photovoltaic shade structures, and hardscape areas covered by shade structures with roofing materials that comply with Table A5.106.11.2.2 in Appendix A5, are not included in the total area calculation.

### DIVISION 5.2 ENERGY EFFICIENCY

**SECTION 5.201 GENERAL** 

**5.201.1 Scope [BSC-CG].** California Energy Code [DSA-SS]. For the purposes of mandatory energy efficiency standards in this code, the California Energy Commission will continue to adopt mandatory building standards.

### DIVISION 5.3 WATER EFFICIENCY AND CONSERVATION

SECTION 5.301 GENERAL **5.301.1 Scope.** The provisions of this chapter shall establish the means of conserving water use indoors, outdoors and in wastewater conveyance.

### **SECTION 5.302 DEFINITIONS**

**5.302.1 Definitions.** The following terms are defined in Chapter 2 (and are included here for reference)

EVAPOTRANSPIRATION ADJUSTMENT FACTOR (ETAF) [DSA-SS]. An adjustment factor when applied to reference evapotranspiration that adjusts for plant factors and irrigation efficiency, which ae two major influences on the amount of water that needs to be applied to the landscape.

FOOTPRINT AREA [DSA-SS]. The total area of the furthest exterior wall of the structure projected to natural grade, not including exterior areas such as stairs, covered walkways, patios and decks.

METERING FAUCET. A self-closing faucet that dispenses a specific volume of water for each actuation cycle. The

volume or cycle duration can be fixed or adjustable. **GRAYWATER.** Pursuant to Health and Safety Code Section 17922.12, "graywater" means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. "Graywater" includes, but is not limited to wastewater from bathtubs, showers, bathroom

washbasins, clothes washing machines and laundry tubs, but does not include waste water from kitchen sinks or

MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO). The California ordinance regulating landscape design, installation and maintenance practices that will ensure commercial, multifamily and other developer installed landscapes greater than 2500 square feet meet an irrigation water budget developed based on landscaped area and climatological parameters.

MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (MWELO). [HCD] The California model ordinance (California Code of Regulations, Title 23, Division 2, Chapter 2.7), regulating landscape design, installation and maintenance practices. Local agencies are required to adopt the updated MWELO, or adopt a local ordinance at least as effective as the MWELO.

Water Standards. See definition in the California Plumbing Code, Part 5. **POTABLE WATER. [HCD]** Water that is satisfactory for drinking, culinary, and domestic puroses, and meets the U.S.

POTABLE WATER. Water that is drinkable and meets the U.S. Environmental Protection Agency (EPA) Drinking

Environmental Protection Agency (EPA) Drinking Water Standards and the requirements of the Health Authority

**RECYCLED WATER.** Water which, as a result of treatment of waste, is suitable for a direct beneficial use or a controlled use that would not otherwise occur [Water Code Section 13050 (n)]. Simply put, recycled water is water treated to remove waste matter attaining a quality that is suitable to use the water again.

SUBMETER. A meter installed subordinate to a site meter. Usually used to measure water intended for one purpose, such as landscape irrigation. For the purposes of CALGreen, a dedicated meter may be considered a submeter.

WATER BUDGET. Is the estimated total landscape irrigation water use which shall not exceed the maximum applied

water allowance calculated in accordance with the Department of Water Resources Model Efficient Landscape

**5.303.1 METERS.** Separate submeters or metering devices shall be installed for the uses described in Sections

#### Ordinance (MWELO). **SECTION 5.303 INDOOR WATER USE**

**5.303.1.1 Buildings in excess of 50,000 square feet.** Separate submeters shall be installed as follows: 1. For each individual leased, rented or other tenant space within the building projected to consume more than 100 gal/day (380 L/day), including, but not limited to, spaces used for laundry or cleaners.

restaurant or food service, medical or dental office, laboratory, or beauty salon or barber shop. 2. Where separate submeters for individual building tenants are unfeasible, for water supplied to the following subsystems:

a. Makeup water for cooling towers where flow through is greater than 500 gpm (30 L/s).

c. Steam and hot water boilers with energy input more than 500,000 Btu/h (147 kW). **5.303.1.2 Excess consumption.** A separate submeter or metering device shall be provided for any tenant

within a new building or within an addition that is projected to consume more than 1,000 gal/day.

b. Makeup water for evaporative coolers greater than 6 gpm (0.04 L/s).

5.303.3 WATER CONSERVING PLUMBING FIXTURES AND FITTINGS. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the following:

flush. Tank-type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-Type toilets. Note: The effective flush volume of dual flush toilets is defined as the composite, average flush volume of

**5.303.3.1 Water Closets.** The effective flush volume of all water closets shall not exceed 1.28 gallons per

## 5.303.3.2 Urinals.

two reduced flushes and one full flush.

WaterSense Specification for Showerheads.

Having Jurisdiction.

503.1.1 and 503.1.2.

**5.303.3.2.1 Wall-mounted Urinals.** The effective flush volume of wall-mounted urinals shall not exceed 0.125 gallons per flush.

**5.303.3.2.2 Floor-mounted Urinals.** The effective flush volume of floor-mounted or other urinals shall

not exceed 0.5 gallons per flush. 5.303.3.3 Showerheads. [BSC-CG] **5.303.3.3.1 Single showerhead.** Showerheads shall have a maximum flow rate of not more than 1.8 gallons per minute at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA

**5.303.3.3.2 Multiple showerheads serving one shower.** When a shower is served by more than one showerhead, the combined flow rate of all the showerheads and/or other shower outlets controlled by a single valve shall not exceed 1.8 gallons per minute at 80 psi, or the shower shall be designed to allow only one shower outlet to be in operation at a time. **Note:** A hand-held shower shall be considered a showerhead.

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**5.303.3.4.2 Kitchen faucets.** Kitchen faucets shall have a maximum flow rate of not more than 1.8 gallons per minute at 60 psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not to exceed 2.2 gallons per minute at 60 psi, and must default to a maximum flow rate of 1.8 gallons per minute at 60 psi.

**5.303.3.4.3 Wash fountains.** Wash fountains shall have a maximum flow rate of not more than 1.8 gallons per minute/20 [rim space (inches) at 60 psi].

**5.303.3.4.4 Metering faucets.** Metering faucets shall not deliver more than 0.20 gallons per cycle.

**5.303.3.4.5 Metering faucets for wash fountains.** Metering faucets for wash fountains shall have a maximum flow rate of not more than 0.20 gallons per minute/20 [rim space (inches) at 60 psi].

Note: Where complying faucets are unavailable, aerators or other means may be used to achieve

#### 5.303.4 COMMERCIAL KITCHEN EQUIPMENT.

**5.303.4.1 Food Waste Disposers.** Disposers shall either modulate the use of water to no more than 1 gpm when the disposer is not in use (not actively grinding food waste/no-load) or shall automatically shut off after no more than 10 minutes of inactivity. Disposers shall use no more than 8 gpm of water.

Note: This code section does not affect local jurisdiction authority to prohibit or require disposer

**5.303.5 AREAS OF ADDITION OR ALTERATION.** For those occupancies within the authority of the California Building Standards Commission as specified in Section 103, the provisions of Section 5.303.3 and 5.303.4 shall apply to new fixtures in additions or areas of alteration to the building.

5.303.6 STANDARDS FOR PLUMBING FIXTURES AND FITTINGS. Plumbing fixtures and fittings shall be installed in accordance with the California Plumbing Code, and shall meet the applicable standards referenced in Table 1701.1 of the California Plumbing Code and in Chapter 6 of this code.

#### SECTION 5.304 OUTDOOR WATER USE

5.304.1 OUTDOOR POTABLE WATER USE IN LANDSCAPE AREAS. Nonresidential developments shall comply with a local water efficient landscape ordinance or the current California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent.

- 1. The Model Water Efficient Landscape Ordinance (MWELO) is located in the California Code of Regulations,
- Title 23, Chapter 2.7, Division 2. 2. MWELO and supporting documents, including a water budget calculator, are available at:

5.304.6 OUTDOOR POTABLE WATER USE IN LANDSCAPE AREAS. For public schools and community colleges, landscape projects as described in Sections 5.304.6.1 and 5.304.6.2 shall comply with the California Department of Water Resources Model Water Efficient Landscape Ordinance (MWELO) commencing with Section 490 of Chapter 2.7, Division 2, Title 23, California Code of Regulations, except that the evapotranspiration adjustment factor (ETAF) shall be 0.65 with an additional water allowance for special landscape areas (SLA) of 0.35.

Exception: Any project with an aggregate landscape area of 2,500 square feet or less may comply with the prescriptive measures contained in Appendix D of the MWELO.

**5.304.6.1 Newly constructed landscapes.** New construction projects with an aggregate landscape area equal to or greater than 500 square feet.

5.304.6.2 Rehabilitated landscapes. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 1,200 square feet.

### DIVISION 5.4 MATERIAL CONSERVATION AND RESOURCE **EFFICIENCY**

### **SECTION 5.401 GENERAL**

**5.401.1 SCOPE.** The provisions of this chapter shall outline means of achieving material conservation and resource efficiency through protection of buildings from exterior moisture, construction waste diversion, employment of techniques to reduce pollution through recycling of materials, and building commissioning or testing and adjusting.

## **SECTION 5.402 DEFINITIONS**

**5.402.1 DEFINITIONS.** The following terms are defined in Chapter 2 (and are included here for reference)

ADJUST. To regulate fluid flow rate and air patterns at the terminal equipment, such as to reduce fan speed or adjust

**BALANCE.** To proportion flows within the distribution system, including sub-mains, branches and terminals, according to design quantities.

BUILDING COMMISSIONING. A systematic quality assurance process that spans the entire design and construction process, including verifying and documenting that building systems and components are planned, designed, installed, tested, operated and maintained to meet the owner's project requirements.

ORGANIC WASTE. Food waste, green waste, landscape and pruning wste, nonhazardous wood waste, and food soiled paper waste that is mixed in with food waste.

**TEST.** A procedure to determine quantitative performance of a system or equipment

SECTION 5.407 WATER RESISTANCE AND MOISTURE MANAGEMENT **5.407.1 WEATHER PROTECTION.** Provide a weather-resistant exterior wall and foundation envelope as required by California Building Code Section 1402.2 (Weather Protection), manufacturer's installation instructions or local ordinance, whichever is more stringent.

**5.407.2 MOISTURE CONTROL.** Employ moisture control measures by the following methods.

**5.407.2.1 Sprinklers.** Design and maintain landscape irrigation systems to prevent spray on structures.

rain to prevent water intrusion into buildings as follows: **5.407.2.2.1 Exterior door protection.** Primary exterior entries shall be covered to prevent water

intrusion by using nonabsorbent floor and wall finishes within at least 2 feet around and perpendicular to

**5.407.2.2 Entries and openings**. Design exterior entries and/or openings subject to foot traffic or wind-driven

1. An installed awning at least 4 feet in depth.

such openings plus at least one of the following:

- 2. The door is protected by a roof overhang at least 4 feet in depth. 3. The door is recessed at least 4 feet.
- 4. Other methods which provide equivalent protection.
- **5.407.2.2.2 Flashing.** Install flashings integrated with a drainage plane.

#### SECTION 5.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING

**5.408.1 CONSTRUCTION WASTE MANAGEMENT.** Recycle and/or salvage for reuse a minimum of 65% of the non-hazardous construction and demolition waste in accordance with Section 5.408.1.1, 5.408.1.2 or 5.408.1.3; or meet a local construction and demolition waste management ordinance, whichever is more stringent.

**5.408.1.1 Construction waste management plan.** Where a local jurisdiction does not have a construction and demolition waste management ordinance, submit a construction waste management plan that:

- 1. Identifies the construction and demolition waste materials to be diverted from disposal by efficient usage, recycling, reuse on the project or salvage for future use or sale.
- 2. Determines if construction and demolition waste materials will be sorted on-site (source-separated) or
- 3. Identifies diversion facilities where construction and demolition waste material collected will be taken. 4. Specifies that the amount of construction and demolition waste materials diverted shall be calculated

5.408.1.2 Waste Management Company. Utilize a waste management company that can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with this section.

Note: The owner or contractor shall make the determination if the construction and demolition waste material will be diverted by a waste management company.

#### **Exceptions to Sections 5.408.1.1 and 5.408.1.2:**

by weight or volume, but not by both.

- Excavated soil and land-clearing debris.
- Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist
- 3. Demolition waste meeting local ordinance or calculated in consideration of local recycling facilities

**5.408.1.3 Waste stream reduction alternative.** The combined weight of new construction disposal that does not exceed two pounds per square foot of building area may be deemed to meet the 65% minimum requirement as approved by the enforcing agency.

**5.408.1.4 Documentation.** Documentation shall be provided to the enforcing agency which demonstrates compliance with Sections 5.408.1.1, through 5.408.1.3. The waste management plan shall be updated as necessary and shall be accessible during construction for examination by the enforcing agency.

- . Sample forms found in "A Guide to the California Green Building Standards Code (Nonresidential)" located at www.bsc.ca.gov/Home/CALGreen.aspx may be used to assist in documenting compliance
- 2. Mixed construction and demolition debris processors can be located at the California Department of Resources Recycling and Recovery (CalRecycle).

**5.408.2 UNIVERSAL WASTE.** [A] Additions and alterations to a building or tenant space that meet the scoping provisions in Section 301.3 for nonresidential additions and alterations, shall require verification that Universal Waste items such as fluorescent lamps and ballast and mercury containing thermostats as well as other California prohibited Universal Waste materials are disposed of properly and are diverted from landfills. A list of prohibited Universal Waste materials shall be included in the construction documents.

**Note**: Refer to the Universal Waste Rule link at: http://www.dtsc.ca.gov/LawsRegsPolicies/Regs/upload/OEAR-A\_REGS\_UWR\_FinalText.pdf

5.408.3 EXCAVATED SOIL AND LAND CLEARING DEBRIS. 100 percent of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled. For a phased project, such material may be stockpiled on site until the storage site is developed.

**Exception:** Reuse, either on or off-site, of vegetation or soil contaminated by disease or pest infestation.

- 1. If contamination by disease or pest infestation is suspected, contact the County Agricultural
- Commissioner and follow its direction for recycling or disposal of the material. 2. For a map of know pest and/or disease quarantine zones, consult with the California Department of
- Food and Agriculture. (www.cdfa.ca.gov)

## **SECTION 5.410 BUILDING MAINTENANCE AND OPERATIONS**

**5.410.1 RECYCLING BY OCCUPANTS.** Provide readily accessible areas that serve the entire building and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, organic waste, and metals or meet a lawfully enacted local recycling ordinance, if more restrictive.

**Exception**: Rural jurisdictions that meet and apply for the exemption in Public Resources Code 42649.82 (a)(2)(A) et seq. shall also be exempt from the organic waste portion of this section.

**5.410.1.1 Additions.** All additions conducted within a 12-month period under single or multiple permits. resulting in an increase of 30% or more in floor area, shall provide recycling areas on site.

**Exception**: Additions within a tenant space resulting in less than a 30% increase in the tenant space

**5.410.1.2 Sample ordinance.** Space allocation for recycling areas shall comply with Chapter 18, Part 3, Division 30 of the Public Resources Code. Chapter 18 is known as the California Solid Waste Reuse and Recycling Access Act of 1991 (Act).

Note: A sample ordinance for use by local agencies may be found in Appendix A of the document at the CalRecycle's web site.

5.410.2 COMMISSIONING. [N] New buildings 10,000 square feet and over. For new buildings 10,000 square feet and over, building commissioning shall be included in the design and construction processes of the building project to verify that the building systems and components meet the owner's or owner representative's project requirements. Commissioning shall be performed in accordance with this section by trained personnel with experience on projects of comparable size and complexity. For I-occupancies that are not regulated by OSHPD or for I-occupancies and L-occupancies that are not regulated y the California Energy Code Section 100.0 Scope, all requirements in Sections 5.410.2 through 5.410.2.6 shall apply.

Note: For energy-related systems under the scope (Section 100) of the California Energy Code, including heating, ventilation, air conditioning (HVAC) systems and controls, indoor lighting systems and controls, as well as water heating systems and controls, refer to California Energy Code Section 120.8 for commissioning requirements

Commissioning requirements shall include:

- 1. Owner's or Owner representative's project requirements.
- Basis of design. Commissioning measures shown in the construction documents.
- 4. Commissioning plan. 5. Functional performance testing.
- Documentation and training. 7. Commissioning report.

### **Exceptions:**

- 1. Unconditioned warehouses of any size
- 2. Areas less than 10,000 square feet used for offices or other conditioned accessory spaces within unconditioned warehouses
- 3. Tenant improvements less than 10,000 square feet as described in Section 303.1.1. 4. Open parking garages of any size, or open parking garage areas, of any size, within a structure.

Note: For the purposes of this section, unconditioned shall mean a building, area, or room which does not

### **Informational Notes:**

provide heating and or air conditioning.

- 1. IAS AC 476 is an accreditation criteria for organizations providing training and/or certification of commissioning personnel. AC 476 is available to the Authority Having Jurisdiction as a reference for qualifications of commissioning personnel. AC 476 des not certify individuals to conduct functional performance tests or to adjust and balance systems.
- 2. Functional performance testing for heating, ventilation, air conditioning systems and lighting controls must be performed in compliance with the California Energy Code.

5.410.2.1 Owner's or Owner Representative's Project Requirements (OPR). [N] The expectations and requirements of the building appropriate to its phase shall be documented before the design phase of the

- project begins. This documentation shall include the following: Environmental and sustainability goals.
  - 2. Building sustainable goals. 3. Indoor environmental quality requirements.
- 4. Project program, including facility functions and hours of operation, and need for after hours
- 5. Equipment and systems expectations. 6. Building occupant and operation and maintenance (O&M) personnel expectations.

5.410.2.2 Basis of Design (BOD). [N] A written explanation of how the design of the building systems meets the OPR shall be completed at the design phase of the building project. The Basis of Design document shall cover the following systems:

- 1. Renewable energy systems. Landscape irrigation systems.
- 3. Water reuse system.

**5.410.2.3 Commissioning plan. [N]** Prior to permit issuance a commissioning plan shall be completed to document how the project will be commissioned. The commissioning plan shall include the following: . General project information.

- 2. Commissioning goals. 3. Systems to be commissioned. Plans to test systems and components shall include:
- a. An explanation of the original design intent.
- b. Equipment and systems to be tested, including the extent of tests. c. Functions to be tested
- d. Conditions under which the test shall be performed. e. Measurable criteria for acceptable performance.
- Commissioning team information.
- 5. Commissioning process activities, schedules and responsibilities. Plans for the completion of commissioning shall be included.

5.410.2.4 Functional performance testing. [N] Functional performance tests shall demonstrate the correct installation and operation of each component, system and system-to-system interface in accordance with the approved plans and specifications. Functional performance testing reports shall contain information addressing

including Occupational Safety and Health Act (OSHA) requirements in California Code of Regulations (CCR), Title 8, Section 5142, and other related regulations.

5.410.2.5 Documentation and training. [N] A Systems Manual and Systems Operations Training are required,

- **5.410.2.5.1 Systems manual. [N]** Documentation of the operational aspects of the building shall be completed within the systems manual and delivered to the building owner or representative. The
- systems manual shall include the following:
  - 1. Site information, including facility description, history and current requirements. 2. Site contact information.
- 3. Basic operations and maintenance, including general site operating procedures, basic troubleshooting, recommended maintenance requirements, site events log.
- Maior systems. 5. Site equipment inventory and maintenance notes.
- 6. A copy of verifications required by the enforcing agency or this code. 7. Other resources and documentation, if applicable.
- **5.410.2.5.2 Systems operations training. [N]** A program for training of the appropriate maintenance staff for each equipment type and/or system shall be developed and documented in the commissioning report and shall include the following:
  - 1. System/equipment overview (what it is, what it does and with what other systems and/or equipment it interfaces).
- 2. Review and demonstration of servicing/preventive maintenance. 3. Review of the information in the Systems Manual.
- 4. Review of the record drawings on the system/equipment.

5.410.2.6 Commissioning report. [N] A report of commissioning process activities undertaken through the design and construction phases of the building project shall be completed and provided to the owner or representative.

**5.410.4 TESTING AND ADJUSTING.** New buildings less than 10,000 square feet. Testing and adjusting of systems shall be required for new buildings less than 10,000 square feet or new systems to serve an addition or alteration subject to Section 303.1.

## 5.410.4.2 (Reserved)

Note: For energy-related systems under the scope (Section 100) of the California Energy Code, including heating, ventilation, air conditioning (HVAC) systems and controls, indoor lighting system and controls, as well as water heating systems and controls, refer to California Energy Code Section 120.8 for commissioning requirements and Sections 120.5, 120.6, 130.4, and 140.9(b)3 for additional testing requirements of specific

**5.410.4.2 Systems.** Develop a written plan of procedures for testing and adjusting systems. Systems to be

- 1. Renewable energy systems.
- 2. Landscape irrigation systems.
- Water reuse systems.

**5.410.4.3 Procedures.** Perform testing and adjusting procedures in accordance with manufacturer's specifications and applicable standards on each system.

included for testing and adjusting shall include at a minimum, as applicable to the project:

**5.410.4.3.1 HVAC balancing.** In addition to testing and adjusting, before a new space-conditioning system serving a building or space is operated for normal use, the system shall be balanced in accordance with the procedures defined by the Testing Adjusting and Balancing Bureau National Standards: the National Environmental Balancing Bureau Procedural Standards: Associated Air Balance Council National Standards or as approved by the enforcing agency.

**5.410.4.4 Reporting.** After completion of testing, adjusting and balancing, provide a final report of testing signed by the individual responsible for performing these services.

5.410.4.5 Operation and maintenance (O & M) manual. Provide the building owner or representative with detailed operating and maintenance instructions and copies of guaranties/warranties for each system. O & M instructions shall be consistent with OSHA requirements in CCR, Title 8, Section 5142, and other related

**5.410.4.5.1 Inspections and reports.** Include a copy of all inspection verifications and reports required by the enforcing agency.

### **DIVISION 5.5 ENVIRONMENTAL QUALITY**

**SECTION 5.501 GENERAL** 

**5.501.1 SCOPE.** The provisions of this chapter shall outline means of reducing the quantity of air contaminants that are odorous, irritating, and/or harmful to the comfort and well-being of a building's installers, occupants and neighbors.

SECTION 5.502 DEFINITIONS **5.502.1 DEFINITIONS.** The following terms are defined in Chapter 2 (and are included here for reference)

**ARTERIAL HIGHWAY.** A general term denoting a highway primarily for through traffic usually on a continuous route.

A-WEIGHTED SOUND LEVEL (dBA). The sound pressure level in decibels as measured on a sound level meter using the internationally standardized A-weighting filter or as computed from sound spectral data to which A-weighting adjustments have been made.

**1 BTU/HOUR.** British thermal units per hour, also referred to as Btu. The amount of heat required to raise one pound of water one degree Fahrenheit per hour, a common measure of heat transfer rate. A ton of refrigeration is 12,000 Btu, the amount of heat required to melt a ton (2,000 pounds) of ice at 32<sup>0</sup> Fahrenheit.

COMMUNITY NOISE EQUIVALENT LEVEL (CNEL). A metric similar to the day-night average sound level (Ldn), except that a 5 decibel adjustment is added to the equivalent continuous sound exposure level for evening hours (7pm to 10pm) in addition to the 10 dB nighttime adjustment used in the Ldn.

COMPOSITE WOOD PRODUCTS. Composite wood products include hardwood plywood, particleboard and medium density fiberboard. "Composite wood products" does not include hardboard, structural plywood, structural panels, structural composite lumber, oriented strand board, glued laminated timber, timber, prefabricated wood I-joists or finger–jointed lumber, all as specified in California Code of Regulations (CCR), Title 17, Section 93120.1(a).

Note: See CCR, Title 17, Section 93120.1.

not be divided or have grade separations at intersections.

DAY-NIGHT AVERAGE SOUND LEVEL (Ldn). The A-weighted equivalent continuous sound exposure level for a 24-hour period with a 10 dB adjustment added to sound levels occurring during nighttime hours (10p.m. to 7 a.m.).

**DECIBEL (db).** A measure on a logarithmic scale of the magnitude of a particular quantity (such as sound pressure, sound power, sound intensity) with respect to a reference quantity.

**ELECTRIC VEHICLE (EV).** An automotive-type vehicle for on-road use, such as passenger automobiles, buses, trucks, vans, neighborhood electric vehicles, electric motorcycles, and the like, primarily powered by an electric motor that draws current from a rechargeable storage battery, fuel cell, photovoltaic array, or other source of electric current. Plug-in hybrid electric vehicles (PHEV) are considered electric vehicles. For purposes of the California Electrical Code, off-road, self-propoelled electric vehicles, such as industrial trucks, hoists, lifts, transports, golf carts, airline ground support equipment, tractors, boats, and the like, are not included.

ELECTRIC VEHICLE CHARGING STATION(S) (EVCSj). One or more spaces intended for charging electric vehicles.

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE). The conductors, including the ungrounded, grounded, and equipment grounding conductors and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

**ENERGY EQUIVALENT (NOISE) LEVEL (Leq).** The level of a steady noise which would have the same energy as the fluctuating noise level integrated over the time of period of interest. EXPRESSWAY. An arterial highway for through traffic which may have partial control of access, but which may or may

FREEWAY. A divided arterial highway with full control of access and with grade separations at intersections. GLOBAL WARMING POTENTIAL (GWP). The radiative forcing impact of one mass-based unit of a given greenhouse

gas relative to an equivalent unit of carbon dioxide over a given period of time. Carbon dioxide is the reference

compound with a GWP of one. GLOBAL WARMING POTENTIAL VALUE (GWP VALUE). A 100-year GWP value published by the Intergovernmental Panel on Climate Change (IPCC) in either its Second Assessment Report (SAR) (IPCC, 1995); or its Fourth Assessment A-3 Report (AR4) (IPCC, 2007). The SAR GWP values are found in column "SAR (100-yr)" of

HIGH-GWP REFRIGERANT. A compound used as a heat transfer fluid or gas that is: (a) a chlorofluorocarbon, a hdrochlorofluorocarbon, a hydrofluorocarbon, a perfluorocarbon, or any compound or blend of compounds, with a GWP value equal to or greater than 150, or (B) any ozone depleting substance as defined in Title 40 of the Code of Federal Regulations, Part 82, sec.82.3 (as amended March 10, 2009).

LONG RADIUS ELBOW. Pipe fitting installed between two lengths of pipe or tubing to allow a change of direction, with a radius 1.5 times the pipe diameter.

LOW-GWP REFRIGERANT. A compound used as a heat transfer fluid or gas that: (A) has a GWP value less than 150, and (B) is not an ozone depleting substance as defined in Title 40 of the Code of Federal Regulations, Part 82, sec.82.3 (as amended March 10, 2009).

MERV. Filter minimum efficiency reporting value, based on ASHRAE 52.2–1999.

SCHRADER ACCESS VALVES. Access fittings with a valve core installed.

Table 2.14.; the AR4 GWP values are found in column "100 yr" of Table 2.14.

MAXIMUM INCREMENTAL REACTIVITY (MIR). The maximum change in weight of ozone formed by adding a compound to the "Base REactive Organic Gas (ROG) Mixture" per weight of compound added, expressed to hundreths of a gram (g O<sup>3</sup>/g ROC).

PRODUCT-WEIGHTED MIR (PWMIR). The sum of all weighted-MIR for all ingredients in a product subject to this

article. The PWMIR is the total product reactivity expressed to hundredths of a gram of ozone formed per gram of

product (excluding container and packaging). **PSIG.** Pounds per square inch, guage.

to remote compressor units or condensing units.

REACTIVE ORGANIC COMPOUND (ROC). Any compound that has the potential, once emitted, to contribute to ozone formation in the troposphere

with a radius 1.0 times the pipe diameter. **SUPERMARKET.** For the purposes of Section 5.508.2, a supermarket is any retail food facility with 8,000 square feet or more conditioned area, and that utilizes either refrigerated display cases, or walk-in coolers or freezers connected

SHORT RADIUS ELBOW. Pipe fitting installed between two lengths of pipe or tubing to allow a change of direction,

**VOC.** A volatile organic compound broadly defined as a chemical compound based on carbon chains or rings with vapor pressures greater than 0.1 millimeters of mercury at room temperature. These compounds typically contain hydrogen and may contain oxygen, nitrogen and other elements. See CCR Title 17, Section 94508(a)

Note: Where specific regulations are cited from different agencies such as SCAQMD, ARB, etc., the VOC definition included in that specific regulation is the one that prevails for the specific measure in question. **SECTION 5.503 FIREPLACES 5.503.1 FIREPLACES.** Install only a direct-vent sealed-combustion gas or sealed wood-burning fireplace, or a sealed

woodstove or pellet stove, and refer to residential requirements in the California Energy Code, Title 24, Part 6,

Subchapter 7, Section 150. Woodstoves, pellet stoves and fireplaces shall comply with applicable local ordinances. **5.503.1.1 Woodstoves.** Woodstoves and pellet stoves shall comply with U.S. EPA New Source Performance Standards (NSPS) emission limits as applicable, and shall have a permanent label indicating they are certified to meet the emission limits.

SECTION 5.504 POLLUTANT CONTROL

5.504.1 TEMPORARY VENTILATION. The permanent HVAC system shall only be used during construction if necessary to condition the building or areas of addition or alteration within the required temperature range for material and equipment installation. If the HVAC system is used during construction, use return air filters with a Minimum Efficiency Reporting Value (MERV) of 8, based on ASHRAE 52.2-1999, or an average efficiency of 30% based on ASHRAE 52.1-1992 Replace all filters immediately prior to occupancy, or, if the building is occupied during alteration, at the conclusion of construction.

5.504.3 Covering of duct openings and protection of mechanical equipment during construction. At the time of rough installation and during storage on the construction site until final startup of the heating, cooling and ventilation equipment, all duct and other related air distribution component openings shall be covered with tape, plastic, sheetmetal or other methods acceptable to the enforcing agency to reduce the amount of dust, water and debris which

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1. Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 1168 VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene), except for aerosol products as specified in subsection 2, below.

2. Aerosol adhesives, and smaller unit sizes of adhesives, and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than one pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of California Code of Regulations, Title 17, commencing

Less Water and Less Exempt Compounds in Grams per Liter				
ARCHITECTURAL APPLICATIONS	CURRENT VOC LIMIT			
INDOOR CARPET ADHESIVES	50			
CARPET PAD ADHESIVES	50			
OUTDOOR CARPET ADHESIVES	150			
WOOD FLOORING ADHESIVES	100			
RUBBER FLOOR ADHESIVES	60			
SUBFLOOR ADHESIVES	50			
CERAMIC TILE ADHESIVES	65			
VCT & ASPHALT TILE ADHESIVES	50			
DRYWALL & PANEL ADHESIVES	50			
COVE BASE ADHESIVES	50			
MULTIPURPOSE CONSTRUCTION ADHESIVES	70			
STRUCTURAL GLAZING ADHESIVES	100			
SINGLE-PLY ROOF MEMBRANE ADHESIVES	250			
OTHER ADHESIVES NOT SPECIFICALLY LISTED	50			
SPECIALTY APPLICATIONS				
PVC WELDING	510			
CPVC WELDING	490			
ABS WELDING	325			
PLASTIC CEMENT WELDING	250			
ADHESIVE PRIMER FOR PLASTIC	550			
CONTACT ADHESIVE	80			
SPECIAL PURPOSE CONTACT ADHESIVE	250			
STRUCTURAL WOOD MEMBER ADHESIVE	140			
TOP & TRIM ADHESIVE	250			
SUBSTRATE SPECIFIC APPLICATIONS				
METAL TO METAL	30			
PLASTIC FOAMS	50			
POROUS MATERIAL (EXCEPT WOOD)	50			
WOOD	30			
FIBERGLASS	80			

1. IF AN ADHESIVE IS USED TO BOND DISSIMILAR SUBSTRATES TOGETHER, THE ADHESIVE WITH THE HIGHEST VOC CONTENT SHALL BE ALLOWED.

2. FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THIS TABLE, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168, www.arb.ca.gov/DRDB/SC/CURHTML/R1168.PDF

TABLE 5.504.4.2 - SEALANT VOC LIMIT			
Less Water and Less Exempt Compounds in Grams per Liter			
SEALANTS	CURRENT VOC LIMIT		
ARCHITECTURAL	250		
MARINE DECK	760		
NONMEMBRANE ROOF	300		
ROADWAY	250		
SINGLE-PLY ROOF MEMBRANE	450		
OTHER	420		
SEALANT PRIMERS			
ARCHITECTURAL			
NONPOROUS	250		
POROUS	775		
MODIFIED BITUMINOUS	500		
MARINE DECK	760		
OTHER	750		

NOTE: FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THESE TABLES, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168.

5.504.4.3 Paints and coatings. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Coatings Suggested Control Measure, as shown in Table 5.504.4.3, unless more stringent local limits apply. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 5.504.4.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in Subsections 4.21, 4.36 and 4.37 of the 2007 California Air Resources Board Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 5.504.4.3 shall apply.

5.504.4.3.1 Aerosol Paints and coatings. Aerosol paints and coatings shall meet the PWMIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(c)(2) and (d)(2) of California Code of Regulations, Title 17, commencing with Section 94520; and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8 Rule 49.

GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS	
COATING CATEGORY	CURRENT VOC LIMIT
FLAT COATINGS	50
NONFLAT COATINGS	100
NONFLAT HIGH GLOSS COATINGS	150
SPECIALTY COATINGS	
ALUMINUM ROOF COATINGS	400
BASEMENT SPECIALTY COATINGS	400
BITUMINOUS ROOF COATINGS	50
BITUMINOUS ROOF PRIMERS	350
BOND BREAKERS	350
CONCRETE CURING COMPOUNDS	350
CONCRETE/MASONRY SEALERS	100
DRIVEWAY SEALERS	50
DRY FOG COATINGS	150
FAUX FINISHING COATINGS	350
FIRE RESISTIVE COATINGS	350
FLOOR COATINGS	100
FORM-RELEASE COMPOUNDS	250
GRAPHIC ARTS COATINGS (SIGN PAINTS)	500
HIGH-TEMPERATURE COATINGS	420
INDUSTRIAL MAINTENANCE COATINGS	250
LOW SOLIDS COATINGS1	120
MAGNESITE CEMENT COATINGS	450
MASTIC TEXTURE COATINGS	100
METALLIC PIGMENTED COATINGS	500
MULTICOLOR COATINGS	250
PRETREATMENT WASH PRIMERS	420
PRIMERS, SEALERS, & UNDERCOATERS	100
REACTIVE PENETRATING SEALERS	350
RECYCLED COATINGS	250
ROOF COATINGS	50
RUST PREVENTATIVE COATINGS	250
SHELLACS:	
CLEAR	730
OPAQUE	550
SPECIALTY PRIMERS, SEALERS & UNDERCOATERS	100
STAINS	250
STONE CONSOLIDANTS	450
SWIMMING POOL COATINGS	340
TRAFFIC MARKING COATINGS	100
TUB & TILE REFINISH COATINGS	420
WATERPROOFING MEMBRANES	250
WOOD COATINGS	275
WOOD PRESERVATIVES	350
ZINC-RICH PRIMERS	340

2. THE SPECIFIED LIMITS REMAIN IN EFFECT UNLESS REVISED LIMITS ARE LISTED IN SUBSEQUENT COLUMNS IN 3. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD.

ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, FEB. 1, 2008. MORE INFORMATION IS AVAILABLE

**5.504.4.3.2 Verification.** Verification of compliance with this section shall be provided at the request of

the enforcing agency. Documentation may include, but is not limited to, the following: Manufacturer's product specification

2. Field verification of on-site product containers

5.504.4.4 Carpet Systems. All carpet installed in the building interior shall meet at least one of the testing and

1. Carpet and Rug Institute's Green Label Plus Program. 2. Compliant with the VOC-emission limits and testing requirements specified in the California Department of Public Health Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, Version 1.1, February

2010 (also known as CDPH Standard Method V1.1 or Specification 01350). NSF/ANSI 140 at the Gold level or higher;

FROM THE AIR RESOURCES BOARD.

Table 5.504.4.5.

4. Scientific Certifications Systems Sustainable Choice; or 5. Compliant with the Collaborative for High Performance Schools California (2014 CA-CHPS) Criteria listed in the CHPS High Performance Product Database.

**5.504.4.4.1 Carpet cushion.** All carpet cushion installed in the building interior shall meet the requirements of the Carpet and Rug Institute Green Label program.

5.504.4.4.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 5.504.4.1.

**5.504.4.5 Composite wood products.** Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the buildings shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure (ATCM) for Composite Wood (17 CCR 93120 et seq.). Those materials not exempted under the ATCM must meet the specified emission limits, as shown in

> **5.504.4.5.3 Documentation.** Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following:

- 1. Product certifications and specifications.
- Chain of custody certifications
- 3. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.).
- 4. Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269 or European 636 3S
- 5. Other methods acceptable to the enforcing agency.

TABLE 5.504.4.5 - FORMALDEHYDE LIMIT	S <sub>1</sub>
MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION	
PRODUCT	CURRENT LIMIT
HARDWOOD PLYWOOD VENEER CORE	0.05
HARDWOOD PLYWOOD COMPOSITE CORE	0.05
PARTICLE BOARD	0.09
MEDIUM DENSITY FIBERBOARD	0.11
THIN MEDIUM DENSITY FIBERBOARD2	0.13
1. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD,	

AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD AS TESTED IN ACCORDANCE WITH ASTM E 1333. FOR ADDITIONAL INFORMATION, SEE CALIFORNIA CODE OF REGULATIONS, TITLE 17, SECTIONS 93120 THROUGH 93120.12.

2. THIN MEDIUM DENSITY FIBERBOARD HAS A MAXIMUM THICKNESS OF 5/16 INCHES (8 MM).

the same value shall be included in the operation and maintenance manual.

**5.504.4.6 Resilient flooring systems.** For 80 percent of floor area receiving resilient flooring, installed resilient flooring shall meet at least one of the following:

- 1. Certified under the Resilient Floor Covering Institute (RFCI) FloorScore program; 2. Compliant with the VOC-emission limits and testing requirements specified in the California Department of Public Health's 2010 Standard Method for the Testing and Evaluation Chambers,
- Version 1.1, February 2010; 3. Compliant with the Collaborative for High Performance Schools California (2014 CA-CHPS) Criteria
- and listed in the CHPS High Performance Product Database; or 4. Products certified under UL GREENGUARD Gold (formerly the Greenguard Children's & Schools
- **5.504.4.6.1 Verification of compliance.** Documentation shall be provided verifying that resilient flooring

materials meet the pollutant emission limits **5.504.5.3 Filters.** In mechanically ventilated buildings, provide regularly occupied areas of the building with air filtration media for outside and return air that provides at least a Minimum Efficiency Reporting Value (MERV) of

13. MERV 13 filters shall be installed prior to occupancy, and recommendations for maintenance with filters of

**Exceptions:** Existing mechanical equipment.

**5.504.5.3.1 Labeling.** Installed filters shall be clearly labeled by the manufacturer indicating the MERV

5.504.7 ENVIRONMENTAL TOBACCO SMOKE (ETS) CONTROL. Where outdoor areas are provided for smoking, prohibit smoking within 25 feet of building entries, outdoor air intakes and operable windows and within the building as already prohibited by other laws or regulations; or as enforced by ordinances, regulations or policies of any city, county, city and county, California Community College, campus of the California State University, or campus of the University of California, whichever are more stringent. When ordinances, regulations or policies are not in place, post signage to inform building occupants of the prohibitions.

SECTION 5.505 INDOOR MOISTURE CONTROL

5.505.1 INDOOR MOISTURE CONTROL. Buildings shall meet or exceed the provisions of California Building Code, CCR, Title 24, Part 2, Sections 1202 (Ventilation) and Chapter 14 (Exterior Walls). For additional measures, see Section 5.407.2 of this code.

**SECTION 5.506 INDOOR AIR QUALITY** 

**5.506.1 OUTSIDE AIR DELIVERY.** For mechanically or naturally ventilated spaces in buildings, meet the minimum requirements of Section 120.1 (Requirements For Ventilation) of the California Energy Code, or the applicable local code, whichever is more stringent, and Division 1, Chapter 4 of CCR, Title 8.

5.506.2 CARBON DIOXIDE (CO2) MONITORING. For buildings or additions equipped with demand control ventilation, CO<sub>2</sub> sensors and ventilation controls shall be specified and installed in accordance with the requirements of the California Energy Code, Section 120(c)(4).

SECTION 5.507 ENVIRONMENTAL COMFORT

**5.507.4 ACOUSTICAL CONTROL.** Employ building assemblies and components with Sound Transmission Class (STC) values determined in accordance with ASTM E 90 and ASTM E 413, or Outdoor-Indoor Sound Transmission Class (OITC) determined in accordance with ASTM E 1332, using either the prescriptive or performance method in Section 5.507.4.1 or 5.507.4.2.

**Exception:** Buildings with few or no occupants or where occupants are not likely to be affected by exterior noise, as determined by the enforcement authority, such as factories, stadiums, storage, enclosed parking

Exception: [DSA-SS] For public schools and community colleges, the requirements of this section and all subsections apply only to new construction.

5.507.4.1 Exterior noise transmission, prescriptive method. Wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall meet a composite STC rating of at least 50 or a composite OITC rating of no less than 40, with exterior windows of a minimum STC of 40 or OITC of 30 in the following locations:

1. Within the 65 CNEL noise contour of an airport.

**Exceptions:** 

- 1. Lan or CNEL for military airports shall be determined by the facility Air Installation Compatible
- Land Use Zone (AICUZ) plan. 2. Ldn or CNEL for other airports and heliports for which a land use plan has not been developed shall be determined by the local general plan noise element.
- 2. Within the 65 CNEL or Ldn noise contour of a freeway or expressway, railroad, industrial source or

fixed-guideway source as determined by the Noise Element of the General Plan. 5.507.4.1.1. Noise exposure where noise contours are not readily available. Buildings exposed to a noise level of 65 dB L<sub>eq</sub> - 1-hr during any hour of operation shall have building, addition or alteration exterior wall and roof-ceiling assemblies exposed to the noise source meeting a composite STC rating of

at least 45 (or OITC 35), with exterior windows of a minimum STC of 40 (or OITC 30). 5.507.4.2 Performance Method. For buildings located as defined in Section 5.507.4.1 or 5.507.4.1.1, wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered

envelope shall be constructed to provide an interior noise environment attributable to exterior sources that does not exceed an hourly equivalent noise level (Leq-1Hr) of 50 dBA in occupied areas during any hour of operation.

**5.507.4.2.1 Site Features.** Exterior features such as sound walls or earth berms may be utilized as appropriate to the building, addition or alteration project to mitigate sound migration to the interior.

**5.507.4.2.2 Documentation of Compliance.** An acoustical analysis documenting complying interior sound levels shall be prepared by personnel approved by the architect or engineer of record.

**5.507.4.3 Interior sound transmission.** Wall and floor-ceiling assemblies separating tenant spaces and tenant

spaces and public places shall have an STC of at least 40.

Note: Examples of assemblies and their various STC ratings may be found at the California Office of

Noise Control: www.toolbase.org/PDF/CaseStudies/stc\_icc\_ratings.pdf.

SECTION 5.508 OUTDOOR AIR QUALITY

**5.508.1 Ozone depletion and greenhouse gas reductions.** Installations of HVAC, refrigeration and fire suppression equipment shall comply with Sections 5.508.1.1 and 5.508.1.2.

**5.508.1.1 Chlorofluorocarbons (CFCs).** Install HVAC, refrigeration and fire suppression equipment that do not

5.508.1.2 Halons. Install HVAC, refrigeration and fire suppression equipment that do not contain Halons.

5.508.2 Supermarket refrigerant leak reduction. New commercial refrigeration systems shall comply with the provisions of this section when installed in retail food stores 8,000 square feet or more conditioned area, and that utilize either refrigerated display cases, or walk-in coolers or freezers connected to remote compressor units or condensing units. The leak reduction measures apply to refrigeration systems containing high-global-warming potential (high-GWP) refrigerants with a GWP of 150 or greater. New refrigeration systems include both new facilities and the replacement of existing refrigeration systems in existing facilities.

**Exception:** Refrigeration systems containing low-global warming potential (low-GWP) refrigerant with a GWP value less than 150 are not subject to this section. Low-GWP refrigerants are nonozone-depleting refrigerants that include ammonia, carbon dioxide (CO<sub>2</sub>), and potentially other refrigerants.

**5.508.2.1 Refrigerant piping.** Piping compliant with the California Mechanical Code shall be installed to be accessible for leak protection and repairs. Piping runs using threaded pipe, copper tubing with an outside diameter (OD) less than 1/4 inch, flared tubing connections and short radius elbows shall not be used in refrigerant systems except as noted below.

**5.508.2.1.1 Threaded pipe.** Threaded connections are permitted at the compressor rack.

**5.508.2.1.2 Copper pipe.** Copper tubing with an OD less than 1/4 inch may be used in systems with a refrigerant charge of 5 pounds or less.

**5.508.2.1.2.1 Anchorage.** One-fouth-inch OD tubing shall be securely clamped to a rigid base to keep vibration levels below 8 mils.

**5.508.2.1.3 Flared tubing connections.** Double-flared tubing connections may be used for pressure controls, valve pilot lines and oil.

**Exception:** Single-flared tubing connections may be used with a multiring seal coated with industrial sealant suitable for use with refrigerants and tightened in accordance with manufacturer's

**5.508.2.1.4 Elbows.** Short radius elbows are only permitted where space limitations prohibit use of long radius elbows.

**5.508.2.2 Valves.** Valves Valves and fittings shall comply with the *California Mechanical Code* and as

**5.508.2.2.1 Pressure relief valves.** For vessels containing high-GWP refrigerant, a rupture disc shall be installed between the outlet of the vessel and the inlet of the pressure relief valve.

**5.508.2.2.1.1 Pressure detection.** A pressure gauge, pressure transducer or other device shall be installed in the space between the rupture disc and the relief valve inlet to indicate a disc rupture or discharge of the relief valve.

**5.508.2.2.2 Access valves.** Only Schrader access valves with a brass or steel body are

**5.508.2.2.2.1 Valve caps.** For systems with a refrigerant charge of 5 pounds or more, valve caps shall be brass or steel and not plastic

**5.508.2.2.2 Seal caps.** If designed for it, the cap shall have a neoprene O-ring in place. **5.508.2.2.2.1 Chain tethers.** Chain tethers to fit ovr the stem are required for valves designed to have seal caps.

**Exception:** Valves with seal caps that are not removed from the valve during stem operation

**5.508.2.3 Refrigerated service cases.** Refrigerated service cases holding food products containing vinegar and salt shall have evaporator coils of corrosion-resistant material, such as stainless steel; or be coated to prevent corrosion from these substances.

**5.508.2.3.1 Coil coating.** Consideration shall be given to the heat transfer efficiency of coil coating to maximize energy efficiency.

**5.508.2.4 Refrigerant receivers.** Refrigerant receivers with capacities greater than 200 pounds shall be fitted with a device tha indicates the level of refrigerant in the receiver.

**5.508.2.5 Pressure testing.** The system shall be pressure tested during installation prior to evacuation and

**5.508.2.5.1 Minimum pressure.** The system shall be charged with regulated dry nitrogen and appropriate tracer gas to bring system pressure up to 300 psig minimum. 5.508.2.5.2 Leaks. Check the system for leaks, repair any leaks, and retest for pressure using the same

**5.508.2.5.3 Allowable pressure change.** The system shall stand, unaltered, for 24 hours with no more

5.508.2.6 Evacuation. The system shall be evacuated after pressure testing and prior to charging.

than a +/- one pound pressure change from 300 psig, measured with the same gauge.

**5.508.2.6.1 First vacuum.** Pull a system vacuum down to at least 1000 microns (+/- 50 microns), and hold for 30 minutes. **5.508.2.6.2 Second vacuum.** Pull a second system vacuum to a minimum of 500 microns and hold for 30

**5.508.2.6.3 Third vacuum.** Pull a third vacuum down to a minimum of 300 microns, and hold for 24 hours with a maximum drift of 100 microns over a 24-hour period.

### **CHAPTER 7 INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS**

**702 QUALIFICATIONS** 

**702.1 INSTALLER TRAINING.** HVAC system installers shall be trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program. Uncertified persons may perform HVAC installations when under the direct supervision and responsibility of a person trained and certified to install HVAC systems or contractor licensed to install HVAC systems. Examples of acceptable HVAC training and certification programs include but are not limited to the following:

- . State certified apprenticeship programs.
- 2. Public utility training programs. . Training programs sponsored by trade, labor or statewide energy consulting or verification organizations.
- 4. Programs sponsored by manufacturing organizations. 5. Other programs acceptable to the enforcing agency.

**702.2 SPECIAL INSPECTION [HCD].** When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition to other certifications or qualifications acceptable to the enforcing agency, the following certifications or education may be considered by the enforcing agency when evaluating the qualifications of a special inspector:

- Certification by a national or regional green building program or standard publisher. 2. Certification by a statewide energy consulting or verification organization, such as HERS raters, building
- performance contractors, and home energy auditors. Successful completion of a third party apprentice training program in the appropriate trade.

project they are inspecting for compliance with this code.

4. Other programs acceptable to the enforcing agency.

1. Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code. 2. HERS raters are special inspectors certified by the California Energy Commission (CEC) to rate homes in California according to the Home Energy Rating System (HERS).

[BSC-CG] When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition, the special inspector shall have a certification from a recognized state, national or international association, as determined by the local agency. The area of certification shall be closely related to the primary job function, as determined by the local agency.

Note: Special inspectors shall be independent entities with no financial interest in the materials or the

## **703 VERIFICATIONS**

703.1 DOCUMENTATION. Documentation used to show compliance with this code shall include but is not limited to, construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency which demonstrate substantial conformance. When specific documentation or special inspection is necessary to verify compliance, that method of compliance will be specified in the appropriate section or identified applicable checklist

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Bid Issue Date: 10/23/24

**REVISIONS** 

**CALGREEN NOTES** 

AS NOTE

Scale:

Project No.

Sheet Title:

2. GENERAL CONTRACTOR TO VERIFY PATTERNS AND LAYOUT PRIOR TO INSTALLATION.

- 3. CONTRACTORS ARE TO PROTECT ALL PROPERTY AND THE WORK OF ALL OTHER TRADES AGAINST DAMAGE OR INJURY CASED BY THEIR ACTIVITY AND THE ACTIVITY OF THE SUBCONTRACTOR.
- 4. THE SUBCONTRACTORS ARE CONSIDERED TO BE EXPERTS IN THEIR RESPECTIVE FIELDS AND SHALL NOTIFY THE TENANT AND DESIGNER IMMEDIATELY OF ANY WORK DESIGNED BY THE DESIGNER WHICH CANNOT BE FULLY COMPLIED WITH OR GUARANTEED PRIOR TO THE INSTALLATION OF THE WORK.
- 5. ALL INTERIOR FINISHES/MATERIALS AND WORKMANSHIP, SHALL CONFORM TO TO MEET/COMPLY WITH REQUIREMENTS OUTLINED IN TABLE 803.9 AND SEC. 804 OF CH.8 CBC 2016 IN ADDITION TO THE REQUIREMENTS OF LOCAL CODES, LAWS, ORDINANCES IN EFFECT DURING THIS PROJECT.
- 6. NO EXCEPTIONS ON ALL PAINT AND FINISHES, ANY MODIFICATION TO BE SUBMITTED TO DESIGNER FOR REVIEW AND APPROVAL.

### **GYPSUM BOARD**

- 1. INTERIOR GYPSUM BOARD SHALL COMPLY WITH ASTM C36/C 36M OR ASTM C 1396/C 1396M, IN THICKNESS INDICATED AND WITH MANUFACTURE'S STANDARD EDGES.
- 2. GLASS MAT WATER RESISTANT GYPSUM BACKING BOARD SHALL COMPLY WITH ASTM C 1178/C
- 1178 M, OF THICKNESS INDICATED. MATERIAL SHALL BE DENS SHIELD OR APPROVED EQUAL.
  3. PROVIDE ALL TRIM ACCESSORIES SUCH AS CORNER BEAD, ETC. TRIM ACCESSORIES SHALL MEET ASTM C 1047, FORMED FROM GALVANIZED STEEL SHEET.
- 4. JOINT TREATMENT MATERIALS SHALL MEET ASTM C 475/C 475 M. JOINT TAPE SHALL BE PAPER. JOINT COMPOUND SHALL BE READY MIXED, ALL PURPOSE COMPOUNDS. THE FINAL COAT OF LEVEL 5 FINISH USE SETTING TYPE, SANDABLE TOPING COMPOUND DESIGNED FOR APPLICATION BY AIRLESS SPRAYER AND TO USE INSTEAD OF SKIM COAT TO PRODUCE A LEVEL 4 FINISH.
- 5. GYPSUM BOARD USED WITHIN THE PROJECT SPACES SHALL BE 5/8" TYPE 'X' FIRE SHIELD GYPSUM
- BOARD GOLD BOND AS MANUFACTURED BY NATIONAL GYPSUM COMPANY OR EQUAL.

  6. ALL GYPSUM BOARD SHALL BE INSTALLED USING APPROPRIATE TYPE AND SIZE SCREW TO INSURE SOLID INSTALLATION.
- 7. ALL JOINT TAPE AND COMPOUNDS SHALL BE PROFORM BRAND AS MANUFACTURED BY NATIONAL GYPSUM COMPANY OR EQUAL.
- 8. INSTALL ALL GYPSUM BOARD PER THE MANUFACTURES SPECIFICATIONS.
- 9. ALL GYPSUM BOARD WALL AND CEILINGS SHALL RECEIVE A LEVEL 4 FINISH UNLESS NOTED
- 10. WHERE INDICATED ON THE INTERIOR DRAWINGS TO INSTALL WALL COVERING THE CONTRACTOR SHALL PREP WALL TO ACCEPT THE WALL COVERING. THIS MAY REQUIRE A SKIM COAT OVER THE WALL SURFACE AND IS CONSIDERED PART OF THE CONTRACTOR'S SCOPE OF WORK.
- 11. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NEW PATCH BACK AND TEXTURING OF THE GYPSUM BOARD OF THIS PROJECT SO THAT ALL WALLS AND CEILINGS ARE UNIFORM AND DONE IN A PROFESSIONAL MANNER. IF OTHER WORK OR TRADES REQUIRE DEMOLITION OR DAMAGE TO EXISTING GYPSUM BOARD THAT IS NOT SHOWN ON THESE DRAWINGS THE CONTRACTOR SHALL UNDERSTAND THE WORK REQUIRED BY THEIR SUB CONTRACTORS AND BE RESPONSIBLE FOR ALL PATCH BACK AND REPAIR OF THE GYPSUM BOARD AND TEXTURE.

### STONE AND TILE

- 1. REFER TO FINISH SCHEDULE NOTES FOR ADDITIONAL INFORMATION.
- 2. SETTING AND GROUTING MATERIALS SHALL COMPLY WITH MATERIAL STANDARDS ANSI'S "SPECIFICATIONS FOR THE INSTALLATION OF CERAMIC TILE". THAT APPLY TO MATERIALS AND METHOD INDICATED.
- 3. GROUT SHALL BE PER THE INTERIOR SPECIFICATIONS.
- 4. ALL STONE AND TILE FLOORING TO BE SEALED SO THAT THE SURFACE MEETS THE MINIMUM INDUSTRY STANDARD FOR SLIP RESISTANCE. MATERIAL SHALL BE COLORLESS AND NOT AFFECT THE COLOR OR PHYSICAL PROPERTIES OF THE STONE OR TILE SURFACE.
- COMPLY WITH TCAS "HANDBOOK FOR THE CERAMIC INSTALLATION" FOR TCA INSTALLATION
  METHODS SPECIFIED IN TILE INSTALLATION SCHEDULES. COMPLY WITH PARTS OF ANSI A108
  SERIES "SPECIFICATIONS FOR INSTALLATION OF CERAMIC TILE" THAT ARE REFERENCED IN TCA
  INSTALLATION METHODS, SPECIFIED IN TILE INSTALLATION SCHEDULES, AND APPLY TO TYPES OF
  SETTING AND GROUTING MATERIALS USED.
- 6. FOR TILE FLOORS, FOLLOW PROCEDURES IN ANSI A108 FOR PROVIDING 95 PERCENT MORTOR COVERAGE.
- 7. PERFORM CUTTING AND DRILLING OF TILE WITHOUT MARRING VISIBLE SURFACES. CAREFULLY GRIND CUT EDGES OF TILE ABUTTING TRIM, FINISH, OR BUILT-IN ITEMS FOR STRAIGHT ALIGNED JOINTS, FIT CLOSELY TO ELECTRICAL OUTLETS, PIPING, FIXTURES, AND OTHER PENETRATIONS SO PLATES, COLLARS, OR COVERS OVERLAP TILE.
- 8. INSTALL WATERPROOFING TO COMPLY WITH ANSI A108.13.
- 9. DO NOT INSTALL TILE OVER WATERPROOFING UNTIL WATERPROOFING HAS CURED AND BEEN TESTED TO DETERMINE THAT IT IS WATERTIGHT.
- 10. ALL TILE SURFACES TO BE SET FLUSH UNLESS OTHERWISE NOTED.
- 11. SURFACE TO RECEIVE TILE SHALL BE DRY, CLEAN, FIRM, LEVEL AND PLUMB BEFORE WORK
- 12. USE FULL TILES THROUGHTOUT, CUTTING ONLY WHERE NECESSARY AND APPROVED BY ARCHITECT. ANY CUTTING AND DRILLING TO BE DONE WITHOUT MARRING FACE OF TILE.
- 13. AT COMPLETION OF WORK ALL TILE SHALL BE THOROUGHLY CLEANED, JOINTS REGROUTED WHERE REQUIRED AND ANY DEFECTIVE WORK REPLACED IN A MANNER SUITABLE TO ARCHITECT, AT NO ADDITIONAL COST TO THE OWNER.
- 14. LAY TILE IN GRID PATTERN UNLESS OTHERWISE INDICATED. ALIGN JOINTS WHERE ADJOINING TILES ON FLOOR, BASE, WALLS, AND TRIM ARE THE SAME SIZE.
- 15. INSTALL CEMENTITIOUS BACKER UNITS AND TREAT JOINTS ACCORDING TO ANSI A108.11.
- 16. WHERE INDICATED, PREPARE SUBSTRATES TO RECEIVE WATERPROOFING BY APPLYING A REINFORCED MORTAR BED THAT COMPLIES WITH ANSI A108.1A AND IS SLOPED 1/4 INCH PER FOOT TOWARD DRAINS.
- 17. INSTALL WATERPROOFING TO COMPLY WITH ANSI A108.13.
- 18. INSTALL STONE THRESHOLDS IN SAME TYPE OF SETTING BED AS ADJACENT FLOOR UNLESS OTHERWISE INDICATED. AT LOCATIONS WHERE MORTAR BED (THICKSET) WOULD OTHERWISE BE EXPOSED ABOVE ADJACENT FLOOR FINISHES, SET THRESHOLDS IN LATEX-PORTLAND CEMENT MORTAR (THIN SET).
- 19. APPLY SEALER TO CLEANED STONE TILE FLOORING ACCORDING TO SEALER MANUFACTURER'S WRITTEN INSTRUCTIONS.
- 20. MINIMIZE GROUT LINES. REFER TO FINISH SCHEDULE.
- 21. REFER TO DETAILS AND SPECS FOR HANGING AND SETTING DETAILS.
- 22. SUBMIT 12"X12" STONE OR TILE FINISH SAMPLES FOR APPROVAL.
- 23. PROVIDE DRY LAY-OUT FOR ALL STONE WALLS AND FLOORS. FOR REVIEW BY ARCHITECT AND
- 24. TILE AND GROUT SHALL BE AS SPECIFIED, ANY CHANGES IN THE TILE TO BE SUBMITTED TO DESIGNER FOR APPROVAL.
- 25. ALL TILE SURFACES TO BE SET FLUSH UNLESS OTHERWISE NOTED.
- 26. DO NOT START WORK UNTIL ALL ELECTRICAL AND OR MECHANICAL WORK IN OR BEHIND TILE HAS BEEN INSTALLED.
- 27. ALL FLOORS TO BE EVEN AND LEVEL.
- 28. ALL CONTROL JOINT AND METAL JOINT LOCATIONS DIFFERING FROM THOSE SHOWN IN THE CONTRACT DOCUMENTS TO BE COORDINATED WITH DESIGN AND MUST BE APPROVED IN ADVANCE OF ORDER/INSTALLATION BY ARCHITECT.

### MILLWORK

- 1. ALL DIMENSIONS AND CONDITIONS ON DRAWINGS TO BE VERIFIED IN RELATIONSHIP TO
- FINISHED CONSTRUCTION CONDITIONS BEFORE ANY WORK BEGINS.

  2. MILLWORKER TO PREPARE A COMPLETE SET OF SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE DESIGNER FOR CONFORMANCE TO DESIGN INTENT.
- 3. MILLWORKER TO COORDINATE HIS WORK WITH THAT OF OTHER TRADES
- 4. SUBMIT TO DESIGNER FOR APPROVAL 12" X12" MIN. SAMPLES OF ALL MATERIALS SPECIFIED IN THE PRECISE FINISH SPECIFIED. SMALLER SIZED SAMPLES MAY BE SUFFICIENT FOR CERTAIN MATERIALS AND THE DESIGNER WILL MAKE THIS DETERMINATION ON A CASE BY CASE BASIS. WOOD GRAINING AND NATURAL VARIATIONS MUST BE EVIDENT IN THE SAMPLES SUBMITTED FOR APPROVAL.
- ALL MATERIALS SHALL BE FREE OF CHIPPING, ABRASIONS, DISTRESS, WARPING, CRACKING, FLAKING, SPLITTING, MOISTURE OR ANY MARRING THAT WOULD RESULT IN AN UNEVEN OR DAMAGED SURFACE.
- 6. ALL CABINETWORK SHALL BE SHOP FINISHED. ASSEMBLE CABINETWORK FINISHED IN AS LARGE UNITS AS POSSIBLE AT MILL, READY FOR ERECTION. WHERE NECESSARY TO FIT AT PROJECT, MAKE ADEQUATE ALLOWANCE FOR CUTTING AND FITTING.
- 7. AFTER COMPLETION OF ASSEMBLY AND FITTING, ALL FINISH NAIL HOLES, SCRATCHES AND OPEN JOINTS SHALL BE FILLED AND TOUCHED UP SO AS TO BE INVISIBLE.
- 8. ALL EXPOSED EDGES TO BE FINISHED. TYPICAL.
- 9. ALL FIXTURES FROM ALL TRADES AND THEIR RESPECTIVE REQUIREMENTS (WIRE CHASES, VENTILATION, DRAINAGE, ACCESS PANELS, ADJACENT FINISHES, ATTACHMENT BLOCKING, STRUCTURAL REINFORCEMENT, ETC.) MUST BE SHOWN TO SCALE AND BE FULLY COORDINATED IN THE SHOP DRAWINGS
- 10. ALL TRIMS, DRAWER FRONTS, COUNTER TOPS TO BE SOLID STOCK. NO EXPOSED PLYWOOD ENDS OR TAPE. ALL EXPOSED EDGES TO BE FINISHED WITH SOLID WOOD PROFILE, TYPICAL.
- 11. USE PREMIUM FURNITURE GRADE FINISH WOOD FOR BUILT-IN MILLWORK EXPOSED FACE/FRONT PANELS. USE PREMIUM GRADE FINISH LUMBER FREE OF KNOTS, DEFECTS, CRACKS ETC. FOR ALL MILLWORK FRAMES U.O.N.
- 12. ALL MILLWORK SUBJECT TO APPROVAL OF SHOP DRAWING AND FINISHED MATERIAL SAMPLES BY OWNER AND ARCHITECT.
- 13. G.C. TO PROVIDE IN-WALL BLOCKING AND ANY NECESSARY STRUCTURAL FRAMING FOR BUILT-IN MILLWORK.
- 14. ALL NEW MILLWORK TRIM PROFILES (BASE, DOOR FRAME, CASED OPENINGS, CROWN & CORNICE MOLDINGS, AND PICTURE RAILS) TO MATCH EXISTING U.O.N. ANY NEW MILLWORK TRIM DETAILS INCLUDED IN THE DRAWINGS SUPERSEDE EXISTING MOLDINGS AND TRIMS FOLLOW DRAWING DETAILS AND SPECIFICATIONS AS REQUIRED.
- 15. FOREST CERTIFICATION: PROVIDE WOODWORK PRODUCED FROM WOOD OBTAINED FROM FORESTS CERTIFIED BY AN FSC ACCREDITED CERTIFICATION BODY TO COMPLY WITH FSC STD 01-001, "FSC PRINCIPLES AND CRITERIA FOR FOREST STEWARDSHIP.
- 16. DO NOT DELIVER OR INSTALL WOODWORK UNTIL BUILDING IS ENCLOSED, WET WORK IS COMPLETED, AND HVAC SYSTEM IS OPERATING.
- 17. BEFORE INSTALLATION, CONDITION WOODWORK TO AVERAGE PREVAILING HUMIDITY CONDITIONS IN INSTALLATION AREAS.
- 18. INSTALL WOODWORK TO COMPLY WITH REFERENCED QUALITY STANDARD FOR GRADE
- 19. INSTALL WOODWORK LEVEL, PLUMB, TRUE, AND STRAIGHT. SHIM AS REQUIRED WITH
- CONCEALED SHIMS. INSTALL LEVEL AND PLUMB (INCLUDING TOPS) TO A TOLERANCE OF.

  20. SCRIBE AND CUT WOODWORK TO FIT ADJOINING WORK, REFINISH CUT SURFACES, AND REPAIR DAMAGED FINISH AT CUTS.
- 21. ANCHOR WOODWORK TO ANCHORS OR BLOCKING BUILT IN OR DIRECTLY ATTACHED TO SUBSTRATES. FASTEN WITH COUNTERSUNK CONCEALED FASTENERS AND BLIND NAILING. USE FINE FINISHING NAILS FOR EXPOSED NAILING, COUNTERSUNK AND FILLED FLUSH WITH
- 22. STANDING AND RUNNING TRIM: INSTALL WITH MINIMUM NUMBER OF JOINTS POSSIBLE, USING FULL-LENGTH PIECES (FROM MAXIMUM LENGTH OF LUMBER AVAILABLE) TO GREATEST EXTENT POSSIBLE. DO NOT USE PIECES LESS THAN 36 INCHES LONG, EXCEPT WHERE SHORTER SINGLE-LENGTH PIECES ARE NECESSARY. SCARF RUNNING JOINTS AND STAGGER IN ADJACENT AND RELATED MEMBERS.

# WOOD TRIM WORK

WOODWORK.

- ALL NEW WOOD TRIM SHALL BE CAULKED IN A PROFESSIONAL MANNER TO THE ADJACENT SURFACE. CAULK COLOR TO MATCH ADJACENT MATERIAL COLOR. PROVIDE SAMPLE FOR APPROVAL.
- 2. ALL EXISTING AND NEW BASEBOARDS SHALL BE PREPPED AND PAINTED PER INTERIOR DRAWINGS. HOLES, CRACKS, AND ANY DEFORMITIES SHALL BE REPAIRED BEFORE PAINTING.
- ALL EXISTING AND NEW DOOR JAMBS, CASINGS, AND CASED OPEINGS SHALL BE PREPPED AND PAINTED PER INTERIOR DRAWINGS. HOLES, CRACKS, AND ANY DEFORMITIES SHALL BE REPAIRED BEFORE PAINTING.

## WALLCOVERING

- REFER TO INTERIOR SPECIFICATIONS FOR ALL WALLCOVERINGS.
- ADHESIVE TO BE MILDEW RESISTANT NON-STAINING ADHESIVE FOR USE WITH SPECIFIC WALL COVERING AND SUBSTRATE APPLICATION, AS RECOMMENDED IN WRITING BY THE WALLCOVERING MANUFACTURER, PROVIDE MILDEW RESISTANT PRIMER/SEALER RECOMMENDED IN WRITING BY WALL COVERING MANUFACTURER FOR INTENDED SUBSTRATE.
- 3. INSTALL SEAMS VERTICAL AND PLUMB, WITH NO HORIZONTAL SEAMS.
- 4. REMOVE EXCESS ADHESIVE AT FINISHED SEAMS, PERIMETER EDGES, AND ADJACENT SURFACES USING CLEANING METHODS RECOMMENDED BY THE WALL COVERING MANUFACTURER, REPLACE STRIPS THAT CANNOT BE CLEANED.

### PAINTING

- 1. ALL PAINT COLORS SHALL BE PER THE INTERIOR SPECIFICATIONS.
- 2. PROVIDE DRAW DOWNS AND MOCK UP FOR REVIEW AND APPROVAL
- 3. MANUFACTURE OF PAINT MATERIALS SHALL BE PER THE FINISH SCHEDULE.
- 4. ALL PAINT SHALL BE APPLIED PER THE MANUFACTURER'S INSTALLATIONS INSTRUCTIONS. EACH COAT SHALL BE THE MINIMUM THICKNESS PER THE MANUFACTURER'S RECOMMENDATIONS.
- APPLY PAINTS TO PRODUCE SURFACE FILMS WITHOUT CLOUDINESS, SPOTTING, HOLIDAYS, LAPS, BRUSH MARKS, ROLLER TRACKING, RUNS, SAGS, ROPINESS, OR OTHER SURFACE IMPERFECTIONS. CUT IN SHARP LINES AND COLOR BREAKS.
- 6. ALL ITEMS SHOWN ON THE DRAWINGS TO BE PAINTED SHALL RECEIVE PROPER PREP AND PATCH TO RECEIVE NEW PRIMER AND PAINT. PREP SHALL INCLUDE THE FILLING OF ANY HOLES, CRACKS, OR OTHER IMPERFECTIONS SO THE SURFACE AREA BEING PAINTED IS CONSISTENT THROUGHOUT. DO NOT BEGIN PAINTING UNTIL SUBSTRATES HAVE BEEN PROPERLY PREPARED.
- 7. ALL AREAS TO BE PAINTED SHALL RECEIVE TWO COATS OVER ONE COAT PRIMER. COAT THICKNESS SHALL BE MINIMUM REQUIRED BY PAINT MANUFACTURER BEING USED. REGARDLESS OF NUMBER OF COATS SPECIFIED CONTRACTOR SHALL APPLY AS MANY COATS AS NECESSARY FOR COMPLETE HIDE, COAT THICKNESS, AND UNIFORM APPEARANCE. UNIFORMLY APPLY PAINT WITHOUT RUNS, DRIPS, OR SAGS, WITHOUT BRUSH MARKS, AND WITH CONSISTENT SHEEN. CONTRACTOR SHALL PROVIDE DRAW DOWNS AND CUT SHEETS OF PAINT MATERIALS BEING USED. REFER TO FINISH SCHEDULES FOR PAINT COLORS AND MANUFACTURER'S.
- 8. CONTRACTOR SHALL REMOVE ALL SPILLED, SPLASHED, SPLATTERED OR OVER SPRAYED PAINT AS WORK PROGRESSES, REMOVE WASTE MATERIALS PER LOCAL CODES.
- 9. PAINTING SHALL NOT BE DONE IN A MAINTAINED ENVIRONMENTAL CONDITION (TEMPERATURE, HUMIDITY, AND VENTILATION) WITHIN LIMITS RECOMMENDED BY MANUFACTURER FOR OPTIMUM RESULTS. DO NOT APPLY COATINGS UNDER ENVIRONMENTAL CONDITIONS OUTSIDE MANUFACTURER'S ABSOLUTE LIMITS.
- 10. PAINT SHALL BE FACTORY MIXED AND BE CATEGORIZED AS "BEST" BY THE MANUFACTURER FOR THE SUBSTRATE THE PAINT IS BEING APPLIED. USE PRIMERS AS CATEGORIZED AS "BEST" BY THE MANUFACTURER FOR THE SUBSTRATE THE PRIMER IS BEING APPLIED. DO NOT REDUCE, THIN, OR DILUTE COATINGS OR ADD MATERIALS TO COATING UNLESS SUCH PROCEDURE IS SPECIFICALLY DESCRIBED IN MANUFACTURER'S PRODUCT INSTRUCTIONS.
- 11. PROVIDE 3-COLOR TREATMENT AT EACH SURFACE, U.O.N.
- 12. SCRAPE, PATCH AND SAND SMOOTH ALL SURFACES TO BE REPAINTED.13. PROVIDE TEMPORARY PAINT PROOF PROTECTION TO PREVENT THE SPREAD OF PAINT TO EXISTING LOCATIONS.
- 14. BEFORE PAINTING BEGINS, AREA IS TO BE FREE OF DEBRIS AND AIRBORNE POLLUTANTS WHICH
- 15. NO MATERIALS OTHER THAN THOSE APPROVED OR SPECIFIED MAY BE DELIVERED TO OR ACCEPTED AT THE PROJECT SITE.
- 16. BEFORE BEGINNING ANY WORK, THE PAINTING SUBCONTRACTOR SHALL INSPECT ALL SURFACES TO BE PAINTED OR FINISHED. HE SHALL NOTIFY THE CONTRACTOR IN WRITING OF ANY UNSUITABLE CONDITIONS. NO PAINTING SHALL COMMENCE UNLESS THE SUBSURFACE IS IMMACULATELY PREPARED.
- 17. THE PRIME COAT ON ALL SURFACES TO APPROXIMATE THE COLOR OF THE FINISHED SURFACE.
- 18. ALL PAINTED SURFACES TO RECEIVE TWO (2) COATS OF FINISH PAINT MINIMUM.19. FINISHED SURFACES TO BE PERFECTLY SMOOTH AND EVENLY FINISHED THROUGHOUT
- 20. AT COMPLETION OF WORK ANY DAMAGED SURFACES TO BE PATCHED WHERE REQUIRED AND REPAINTED

## RESINOUS FLOORING

- 1. PROVIDE PREPARATION OF SUBSTRATE AS RECOMMENDED BY THE RESINOUS FLOORING MANUFACTURER.
- 2. TEST HORIZONTAL SUBSTRATES TO DETERMINE ACCEPTABLE DRYNESS. TEST METHOD AS RECOMMENDED BY RESINOUS FLOORING MANUFACTURER.
- PROVIDE AND INSTALL COVE BASE WITH TRIMS AND ACCESSORIES AS RECOMMENDED BY MANUFACTURER AND PER PLANS.
   SUBMIT, FOR VERIFICATION PURPOSES, 3-5 INCH SQUARE SAMPLES OF EACH TYPE OF OF
- RESINOUS FLOORING REQUIRED, APPLIED TO RIGID BACKING, IN COLOR AND FINISH INDICATED.
  5. SUBMIT MANUFACTURER'S WRITTEN INSTRUCTIONS FOR RECOMMENDED MAINTENANCE
- PRACTICES.

  6. OBTAIN PRIMARY RESINOUS FLOORING MATERIALS INCLUDING PRIMERS, GROUTS, RESINS, HARDENING AGENTS, FINISH OR SEALING COATS FROM A SINGLE MANUFACTURER WITH NOT LESS THAN TEN YEARS OF SUCCESSFUL EXPERIENCE IN MANUFACTURING AND INSTALLING PRINCIPAL MATERIALS DESCRIBED IN THIS SECTION.
- 7. USE MATERIALS FOR WORK OF THIS SECTION WHICH COMPLY WITH VOLATILE ORGANIC COMPOUNDS LIMITATIONS AND OTHER REGULATIONS OF LOCAL AIR QUALITY MANAGEMENT DISTRICT AND OTHER LOCAL, STATE, AND FEDERAL AGENCIES HAVING JURISDICTION.
- 8. APPLY EACH COMPONENT OF RESINOUS FLOORING SYSTEM IN COMPLIANCE WITH MANUFACTURER'S WRITTEN DIRECTIONS TO PRODUCE A UNIFORM, MONOLITHIC WEARING SURFACE OF THICKNESS INDICATED, UNINTERRUPTED EXCEPT AT DIVIDER STRIPS, SAWN JOINT OR OTHER TYPES OF JOINTS (IF ANY), INDICATED OR REQUIRED.
- 9. JOB ARE TO BE FREE OF OTHER TRADES DURING, AND FOR A PERIOD OF AT LEAST 24 HOURS, AFTER FLOOR INSTALLATION.
- 10. PROTECTION OF FINISHED FLOOR FROM DAMAGE BY SUBSEQUENT TRADES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

  11. APRILY FINISH SEALED AT A DATE TO ACHIEVE A SUBFACE FINISH THAT MATCHES SAMPLES
- 11. APPLY FINISH SEALER AT A RATE TO ACHIEVE A SURFACE FINISH THAT MATCHES SAMPLES SUBMITTED AND APPROVED.

## **CONCRETE STAIN**

- 1. ALL MATERIALS USED AS THE STAINED CONCRETE FLOOR SYSTEM SHALL BE MANUFACTURED AND PROVIDED BY A SINGLE MANUFACTURER TO ENSURE COMPATIBILITY AND PROPER BONDING
- PREPARE SURFACES USING METHODS RECOMMENDED BY THE MANUFACTURER FOR ACHIEVING THE BEST RESULT FOR THE SUBSTRATE UNDER THE PROJECT CONDITIONS.
- 4. UNIFORMLY APPLY COATINGS AT SPREAD RATES AND IN NUMBER OF COATS TO ACHIEVE SPECIFIED COVERAGE RATES RECOMMENDED BY THE MANUFACTURER.

3. INSTALL COATINGS IN ACCORDANCE WITH MANUFACTURE'S WRITTEN INSTRUCTIONS.

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REVISIONS

DESCRIBTION

Bid Issue Date: TBD

Date: 10/23/24

Scale: AS NOTED

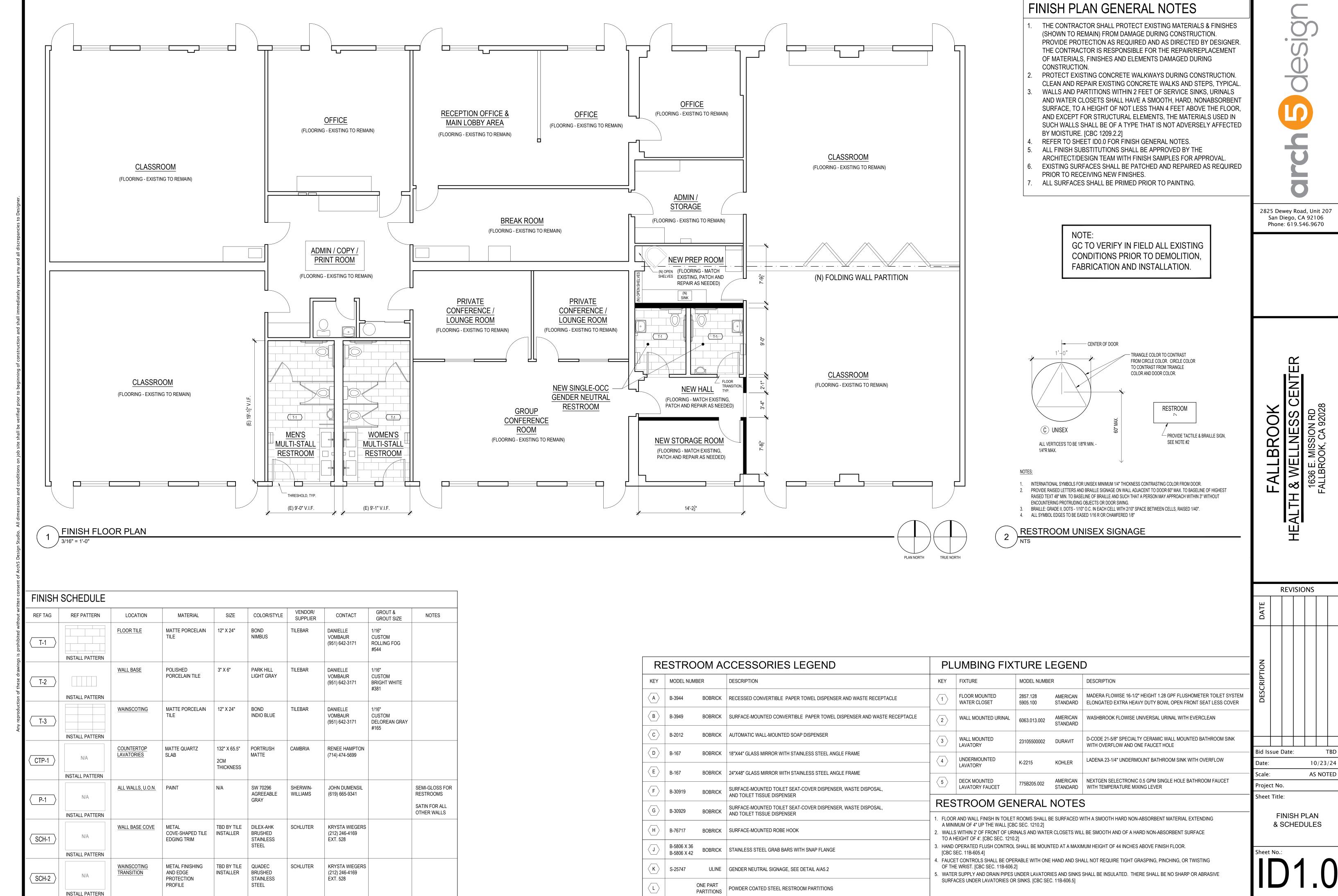
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**GENERAL NOTES** 

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ID SET 10/23/24 - NOT FOR CONSTRCUTION

