

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4100

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 Summary

- A. Section includes:
1. Regulatory requirements applicable to Contract Documents
 2. Required provisions under Public Contract Code
 3. Required references under federal law

1.02 General

- A. Compliance with Laws.
1. Conform to all applicable codes, laws, ordinances, rules and regulations, which shall have full force and effect as though printed in full in these Specifications. Codes, laws, ordinances, rules, regulations and ordinances (“Regulatory Requirements”) are not furnished to Design-Build Team, because Design-Build Team is assumed to be familiar with these requirements.
 2. Any listing of Regulatory Requirements for hazardous waste abatement Work in the Contract Documents is supplied to Design-Build Team as a courtesy and shall not limit Design-Build Team’s responsibility for complying with all applicable Regulatory Requirements having application to the Work. Where conflict among the Regulatory Requirements or with these Specifications occurs, the most stringent requirements shall be used.
 3. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time Design-Build Team executes Document 00 5200 (Agreement), except as may be otherwise specifically stated in the Contract Documents.
- B. Precedence.
1. Where specified requirements differ from Regulatory Requirements, the more stringent requirements shall take precedence. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by Regulatory Requirements, then Drawings and Specifications shall take precedence so long as such increase is legal. Where no requirements are identified on Drawings or in Specifications, comply with all Regulatory Requirements of governing authorities having jurisdiction.
 2. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by Owner before proceeding with the Work.

1.03 Regulatory Requirements

- A. Applicable Codes.
1. Codes that apply to Contract Documents include all Codes applicable to construction include, without limitation, those identified in the Bridging Documents and the following:
 - a. California Building Code (2013 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

- b. California Electrical Code (2013 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- c. California Plumbing Code (2013 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
- d. California Mechanical Code (2013 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- e. California Fire Code (2013 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.
- f. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
- g. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

B. Applicable Laws, Statutes, Ordinances, Rules, and Regulations.

1. During prosecution of Work to be done under Contract Documents, Design-Build Team shall comply with applicable laws, ordinances, rules and regulations including, without limitation, the following:

a. Federal:

- 1) Americans with Disabilities Act of 1990
- 2) 29 CFR, Section 1910.1001, Asbestos
- 3) 40 CFR, Subpart M, National Emission Standards for Asbestos
- 4) Executive Order 11246 (Equal Employment Opportunity)
- 5) Prison Rape Elimination Act and implementing regulations (e.g. 28 CFR 115.18(a) and (b)), to the extent applicable to designing or acquiring new facilities, and installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology)
- 6) Federal Endangered Species Act
- 7) Clean Water Act

b. State of California:

- 1) California Code of Regulations, Titles 5, 8, 15, 17, 19, 21, 22, 24 and 25
- 2) California Public Contract Code
- 3) California Health and Safety Code
- 4) California Government Code
- 5) California Labor Code
- 6) California Civil Code
- 7) California Code of Civil Procedure
- 8) CPUC General Order 95, Rules for Overhead Electric Line Construction
- 9) CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
- 10) Cal/OSHA
- 11) OSHA: Hazard Communications Standards
- 12) California Endangered Species Act
- 13) Water Code
- 14) Fish and Game Codes

c. State of California Agencies:

- 1) State and Consumer Services Agency
- 2) Office of the State Fire Marshal (if applicable)
- 3) Department of Fish and Game

- 4) All Air Quality Management Districts with jurisdiction
 - 5) All Regional Water Quality Control Boards with jurisdiction
- d. All Local Agencies with jurisdiction (cities, counties, fire departments)
- C. Change Orders and Claims.
1. The California Public Contract Code including, without limitation, Section 7105(d)(2), and the California Government Code Section 930.2, et seq., apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims. Federal law (*U.S. v. Holpuch* 328 U.S. 234) shall supplement California law on the enforceability of these requirements.
 2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly permitted in a fully executed change order approved by Design-Build Team and Owner and approved as to form by their respective legal counsel.
- D. Required Provisions on Contract Claim Resolution.
1. The California Public Contract Code specifies required provisions on resolving contract claims less than \$375,000, which are set forth below, and constitute a part of this Contract.
 2. For the purposes of this section, "Claim" means a separate demand by Design-Build Team of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Design-Build Team arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00 7253 (General Conditions) and be submitted in compliance with all requirements of Document 00 7253 (General Conditions), Article 12. Separate Claims which total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
 3. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.
 4. Caution. This section does not apply to tort claims, and nothing in this section is intended or shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.
 5. Procedure:
 - a. The Claim must be in writing, submitted in compliance with all requirements of Document 00 7253 (General Conditions), Article 12 including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 7253 (General Conditions), Article 12. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 7253 (General Conditions), Article 12 or elsewhere in the Contract Documents.
 - b. For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be

submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

- c. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
- d. Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- e. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

E. Compliance with Americans with Disabilities Act.

1. Design-Build Team acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Design-Build Team, must be accessible to the disabled public. Design-Build Team shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Design-Build Team agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Design-Build Team, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

F. Compliance with IRCA.

1. Design-Build Team acknowledges that Design-Build Team, and all subcontractors hired by Design-Build Team to perform services under this Agreement, are aware of and understand the immigration Reform and Control Act ("IRCA"). Design-Build Team is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Design-Build Team to perform services under this Agreement are in compliance with the IRCA. In addition, Design-Build Team agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Design-Build Team's employees, or employees of any subcontractor hired by Design-Build Team, are not authorized to work in the United States for Design-Build Team or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Design-Build Team or Design-Build Team's subcontractors.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION