

**DIVISION 1 GENERAL REQUIREMENTS**

**SECTION 01410**

**REGULATORY REQUIREMENTS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section includes: regulatory requirements applicable to Contract Documents.
- B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of bids, except as may be otherwise specifically stated in the Contract Documents.
- C. No change order shall be considered for any change in any applicable federal, state or local code or regulation if similar language existed in an alternate applicable regulation in force at the time of opening of bids.
- D. The Design-Build Entity shall not allow design or construction of any conditions wherein the finished Work will not comply with current codes. No change order shall be considered by District for the correction of any Work not complying with code.

**1.2 REFERENCES TO REGULATORY REQUIREMENTS**

- A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements. The listing of applicable codes, laws, and regulations for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Specifications occurs, the most stringent requirements shall be used with no change in Contract Sum or Contract Time.
- B. DBE shall conform to all applicable federal, state and local codes, laws, ordinances, rules and regulations, whether or not referenced in the Contract Documents.
- C. Precedence:
  - 1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
  - 2. Where Contract Documents require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Contract Documents shall take precedence so long as such increase is legal.
  - 3. Where no requirements are identified on Contract Documents, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

**1.3 CODES**

- A. Codes that apply to Contract Documents include, but are not limited to, the following:
  - 1. CBC (Part 2, Title 24, CCR, including, without means of limitation, Sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
  - 2. CEC (Part 3, Title 24, CCR)
  - 3. CMC (Part 4, Title 24, CCR)
  - 4. CPC (Part 5, Title 24, CCR),
  - 5. State Elevator Safety Regulations (Part 7, Title 24, CCR)
  - 6. UBC
  - 7. UPC
  - 8. UMC

**1.4 LAWS, ORDINANCES, RULES, AND REGULATIONS**

- A. During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
  - 1. Federal
    - a. Americans With Disabilities Act of 1990
    - b. 29 CFR, Section 1910.1001, Asbestos

- c. 40 CFR, Subpart M, National Emission Standards for Asbestos
- d. Executive Order 11246
- e. Federal Endangered Species Act
- f. Clean Water Act
2. State of California
  - a. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
  - b. California Public Contract Code
  - c. California Health and Safety Code
  - d. California Government Code
  - e. California Labor Code
  - f. California Civil Code
  - g. California Code of Civil Procedure
  - h. CPUC General Order 95, Rules for Overhead Electric Line Construction
  - i. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
  - j. Cal/OSHA
  - k. OSHA: Hazard Communications Standards
  - l. California Endangered Species Act
  - m. Water Code
  - n. Fish and Game Code
3. State of California Agencies
  - a. State and Consumer Services Agency
  - b. Office of the State Fire Marshall
  - c. Office of Statewide Health Planning and Development
  - d. Department of Fish and Game
  - e. Bay Area Air Quality Management District
  - f. San Francisco Bay Regional Water Quality Control Board
  - g. [Division of the State Architect](#)
4. Local Agencies:
  - a. [San Mateo Fire District \(College of San Mateo\); Woodside \(Cañada College\); San Bruno \(Skyline College\)](#)
5. Other Requirements:
  - a. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
  - b. References on Drawings or in Specifications to “code” or “building code” not otherwise identified shall mean the codes specified in this Section 01410, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.
- B. Have access to all of the foregoing within 24 hours.
- C. Other Applicable Laws, Ordinances and Regulations:
  1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.
  2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
  3. Where such laws, ordinances rules, and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the time of opening of the bids.
- D. Under California Government Code Section 930.2 et. seq. and Public Contract Code Section 7105(d)(2), neither the Contract Claims Procedure (Document 00700, Article 12) nor the Change Order Procedure (Section 01250) may be modified, waived, or otherwise not complied with, absent a written change order that explicitly and expressly makes such modifications.

## 1.5 CONFLICTS

- A. Between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
- B. Between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

## 1.6 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

- A. 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.
1. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by District. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00700 (General Conditions) and be submitted in compliance with all requirements of Document 00700 (General Conditions), paragraph 12. Separate Claims which total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
  2. 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 claim in compliance with Contract Documents claim submission requirements.
  3. Caution. This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.
- B. Procedure:
1. The Claim must be in writing, submitted in compliance with all requirements of Document 00700 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00700 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00700 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
  2. For Claims of fifty thousand dollars (\$50,000) or less
    - a. District shall respond in writing within 45 days of receipt of the Claim, or
    - b. District may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims District may have against Claimant.
      - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of District and Claimant.
      - 2) District's written response to the Claim, as further documented, shall be submitted to Claimant within 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.
  3. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000:
    - a. District shall respond in writing within 60 days of receipt of the Claim, or
    - b. District may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims District may have against Claimant.
      - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of District and Claimant;
      - 2) District's written response to the Claim, as further documented, shall be submitted to Claimant within 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.
  4. Meet and Confer:
    - a. If Claimant disputes District's written response, or District fails to respond within the time prescribed above, Claimant shall notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand District will schedule a meet and confer conference within 30 days for settlement of the dispute.
    - b. 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 in paragraph 12.2.B of Document 00700 (General Conditions), 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.

**1.7 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

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

END OF SECTION