SDSU | Aztec Shops

RFP 70611

University Towers

Construction Manager at Risk Services

5505 Montezuma Road, San Diego, California 92115

Request for Proposal

Aztec Shops Ltd.
San Diego State University
San Diego, CA 92182-1701

SDSU | Aztec Shops

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1. General Information

1.1. Introduction

Aztec Shops Ltd. ("Aztec Shops") seeks competitive proposals from qualified Construction Management firms to provide Construction Manager at Risk (CMAR) services for improvements to University Towers, located at 5505 Montezuma Road on the campus of San Diego State University ("Project"). The selected CMAR will provide preconstruction services, collaborate with Aztec Shops and the design team during design development and construction document stages, and subsequently deliver the Project under a negotiated Guaranteed Maximum Price ("GMP").

This solicitation is a two-stage Request for Proposal. Aztec Shops will select the CMAR on a best-value basis using the qualifications and the Preconstruction Fee, Construction Stage CM Fee and General Conditions submitted in response to this Request For Proposal ("RFP"). Proposers are NOT requested to submit trade contractor pricing, a lump sum construction price, or a GMP with their proposal. The GMP will be developed with the selected CMAR during the Preconstruction Stage and incorporated into the Construction Agreement by amendment.

The Project scope is defined by the drawings and documents contained in this RFP. The Project will be constructed on an active university campus and will require careful coordination with campus operations, stakeholders, and applicable authorities having jurisdiction.

1.2. Contacts

Janelle Temnick, Director, Contracts, Risk Management and Facilities
jtemnick@sdsu.edu
Subject line: RFP 70611 – University Towers CMAR
CC: Andrew Donahue, Contracts Manager
adonahue2@sdsu.edu

Proposers must coordinate directly with the RFP contact identified above to receive official RFP documents, addenda, and related communications. Obtaining documents through any other source does not make the Contractor a Proposer of Record. It is the responsibility of each prospective proposer to ensure they have received all official communications, clarifications, and addenda issued for this RFP. Aztec Shops is not responsible for a proposer's misunderstanding of the RFP solicitation or for a nonresponsive proposal resulting from failure to obtain or acknowledge addenda or other information related to this RFP. Failure to remain informed of updates will be at the proposer's sole risk.

Proposals must be submitted in accordance with the instructions provided in this RFP. Submittals by mail, personal delivery, courier service, fax, or other means not expressly authorized in this RFP will not be accepted.

Requests for additional information or clarification must be submitted in writing to the RFP contact. **Proposers shall not contact other employees or representatives of the University or Aztec Shops regarding this RFP during the solicitation process.** Questions will only be accepted via email by the designated RFP contact with the subject containing RFP 70611 – University Towers CMAR. Responses to questions and any addenda issued will be distributed to all known prospective proposers. The dates up to and including the "Deadline for Submission of Proposals" date may be adjusted upon advance written notice. Dates after the receipt of proposals may be adjusted without written notice. Additional RFP steps may be included at the discretion of Aztec Shops.

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.

1.3. Schedule

RFP Issued	11/06/2026
Non-Mandatory Pre-Bid meeting	11/10/2026 at 2:00 PM PST https://SDSU.zoom.us/j/82392034840?jst=2
Questions/Clarifications Deadline	11/13/2026 by 5:00 PM PST
Proposals Due	12/02/2026 by 5:00 PM PST LATE PROPOSALS WILL NOT BE ACCEPTED
Notice of Intent to Award	TBD
Preconstruction Notice to Proceed / Agreement Effective Date	TBD
Target GMP acceptance	TBD
Construction Start Date / Site Access Date	Phase 1: 05/17/2027 ; Phase 2: 05/15/2028
Required Substantial Completion	Phase 1: 08/13/2027 ; Phase 2: 08/11/2028

1.4. Overview

Aztec Shops, incorporated in 1931, is a non-profit corporation which provides commercial services to San Diego State University (SDSU). Aztec Shops is an auxiliary organization of SDSU and operates as an autonomous entity even though it is located on the campus of SDSU. Aztec Shops is dedicated to providing quality commercial services in the areas of food sales, bookstore operations, catering, convenience store operations, vending, concessions, and much more. As a member of the California State University system, Aztec Shops may be required to follow any current and future systemwide policies.

All work/services are located on or near San Diego State University owned and/or operated property and subject to University policies, procedures and requirements.

During the performance of the agreement, the Contractor is committed to providing equal employment opportunity ("EEO") decisions solely upon an individual's qualifications relating to the requirements of the position for which the individual is being considered, in regards to recruiting, hiring, training, transferring and promoting the best qualified persons for all jobs without regard to ancestry, age, color, disability, genetic information, gender, gender identity, gender expression, hair style or texture associated with race, marital status, medical condition (genetic characteristics ("GINA"), cancer or a record or history of cancer), national origin, race, religion (religious dress/grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions, reproductive choices), sexual orientation, military or veteran status, victimization of domestic violence (includes sexual assault, and/or stalking),or any other categories protected by law. The Contractor ensures that this applies to all personnel actions such as compensation, benefits, transfers, layoffs, company-sponsored training, promotions, terminations and disciplinary actions.

This RFP does not commit Aztec Shops to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response.

Aztec Shops reserves the right to reject any and all RFP submittals, to amend the RFP and the RFP process and to discontinue or re-open the process at any time. Aztec Shops shall not be liable to the Proposer (Contractor) for personal injury or property damage sustained in the performance of these services, however caused.

1.5. Project Budget and Funding

The estimated construction value of the Project (the "GMP Budget") is approximately $17,000,000.00. The GMP Budget represents the maximum amount Aztec Shops has budgeted for the Construction Agreement, inclusive of the Cost of the Work, General Conditions, CMAR Fee, CMAR Contingency, allowances, insurance and bonds. Award of a Construction Agreement is expressly contingent upon the CMAR delivering a GMP at or below the GMP Budget.

The Project is funded entirely by Aztec Shops. No State of California funds, no California State University funds, and no San Diego State University campus funds are being applied to the Project. Accordingly, the Project is not being procured under CSU Contract Law (California Public Contract Code section 10700 et seq.) or the State University Administrative Manual public works bidding procedures, and Aztec Shops is not obligated to award to the lowest responsible bidder. Selection will be made on a best-value basis as described in Section 3.

The Project ( ) IS / (X) IS NOT subject to California prevailing wage requirements under Labor Code section 1720 et seq. and to contractor and subcontractor registration with the Department of Industrial Relations under Labor Code section 1725.5. Proposers shall base General Conditions and staffing assumptions on the determination stated here.

The Project is located on property owned and/or controlled by Aztec Shops and remains subject to the campus physical master plan, SDSU design and construction standards, and review and approval by the Office of the State Fire Marshal and other authorities having jurisdiction, regardless of funding source.

1.6. Agreement Term

The intended term of the Agreement runs from the Notice to Proceed for Preconstruction Services, anticipated December 18, 2026 through Final Completion, anticipated September 3, 2028. The engagement is structured in two Stages: (1) a Preconstruction Services Agreement, and (2) a Construction Agreement executed upon Aztec Shops acceptance of the GMP. Agreement terms, including renewal and cancellation terms, shall be negotiated with the successful Contractor.

1.7. Agreement Award

Each Proposer shall submit, as part of its proposal, a comprehensive description of the proposed approach to the building remodel Project. The proposal shall include, at a minimum, detailed information regarding the Proposer's

qualifications, relevant Project experience, Project team and key personnel, preliminary schedule, subcontractor approach, safety program, and quality control procedures.

Aztec Shops' selection of the successful Contractor will be based on the proposal determined to provide the best value to Aztec Shops. In evaluating proposals, Aztec Shops may consider, among other factors, the Proposer's experience with similar renovation or remodel projects, demonstrated ability to perform work in occupied or campus environments (if applicable), technical competence, project management approach, schedule, cost structure, financial stability, references, and overall responsiveness to the RFP requirements.

Aztec Shops reserves the right to conduct interviews, request clarifications, seek best and final offers, and/or negotiate scope, schedule, pricing, and other agreement terms with one or more Proposers. Final agreement terms and Project details may be subject to negotiation with the selected Proposer prior to execution of a written agreement.

Award will be recommended to the Proposer whose proposal is determined to best meet the needs and interests of Aztec Shops. The successful Proposer will receive written notification of Aztec Shops' intent to award. Following notice of intent to award, Aztec Shops may enter into agreement negotiations with the selected Proposer. A binding agreement shall not exist until it has been fully executed by both parties.

If Aztec Shops and the selected Proposer are unable to successfully negotiate and execute an agreement, Aztec Shops reserves the right, at its sole discretion, to enter negotiations with another Proposer, award to another Proposer, or reject any or all proposals.

2. Statement of Work

2.1 Scope of Services

The Project consists of renovation / modernization of eight (8) floors of the residence hall, guest room and suite refurbishment, bathroom utility replacement, MEP systems replacement, fire and life safety upgrades, and elevator modernization at University Towers, a suite-style student residence hall located at 5505 Montezuma Road on the campus of San Diego State University.

The Reference Documents are provided for information only. Final scope, quantities, phasing and sequencing will be validated during Preconstruction and incorporated into the negotiated GMP.

Key Project objectives include, but are not limited to:
— Establishing early cost certainty through a transparent GMP process
— Maximizing value through constructability review and cost control
— Maintaining schedule certainty within campus operational constraints
— Minimizing disruption to ongoing campus activities
— Ensuring quality, safety, and compliance with SDSU and Aztec Shops standards
— Completing all work affecting resident-occupied areas within the available summer / break work window
— Maintaining continuous, safe and code-compliant occupancy of any portion of the building that remains in service
— Protecting residential dining operations and building services from interruption

2.2 Delivery Method

The Project will be delivered using a Construction Manager at Risk (CMAR) method consisting of a Preconstruction Stage followed by a Construction Stage under a negotiated Guaranteed Maximum Price (GMP). Aztec Shops will execute a Preconstruction Services Agreement with the selected CMAR upon award. Upon Aztec Shops acceptance of a GMP at or below the GMP Budget, the Construction Stage will be authorized by Agreement.
STAGE 1
Preconstruction Services Agreement
Estimating, constructability, scheduling, trade packaging and open-book GMP development.

STAGE 2
Construction Agreement
Authorized upon Aztec Shops acceptance of a GMP at or below the GMP Budget.

2.3 Project Scope and Reference Documents

2.3.1 Reference Documents

The Project scope is generally defined by the drawings and documents included with this RFP (the

"Reference Documents"). These documents are provided for proposers' understanding of the Project only and shall not be interpreted as a complete or final definition of scope.

2.3.2 Scope Narrative (For Reference Only)

Based on the Reference Documents, the Project generally includes:

— Interior renovation of resident rooms, suites, bathrooms
— Architectural, structural, mechanical, electrical, plumbing and low-voltage systems, including any required seismic or structural modifications
— Fire alarm, fire sprinkler and life safety system modifications requiring Office of the State Fire Marshal review and approval
— Exterior balcony decks, window and site improvements as indicated
— Coordination with specialty vendors, FF&E and equipment suppliers as required
— Commissioning, testing, and closeout activities

Proposers are advised that the final Project scope will be established through the preconstruction process and confirmed as part of the GMP.

2.3.3 Campus & Operational Constraints

University Towers is an occupied student residence hall on an active university campus. The Proposer shall assume the building and/or adjacent residential facilities remain occupied during all or part of the Project.

Work hours, site access, staging, laydown, deliveries, crane and lift operations, noise, dust and utility shutdowns are subject to Aztec Shops, University and SDSU Housing Administration restrictions. Noise-generating work in or adjacent to occupied residential areas is prohibited outside approved hours and during final examination periods.

The CMAR shall coordinate closely with Aztec Shops, SDSU Housing Administration, SDSU Facilities Services, Environmental Health and Safety, University Police and campus stakeholders. Any interruption of fire alarm, fire sprinkler, emergency power, domestic water, elevator or egress systems serving occupied areas requires advance written approval and an approved impairment/fire watch plan.

Safety, site security and pedestrian protection are critical components of the Project. Work areas must be secured and separated from resident circulation at all times, and all personnel working in or around a residential facility are subject to Aztec Shops and SDSU background check, badging and conduct requirements.

The available construction window is the summer break period between May 17, 2027 and August 13, 2027 for Phase 1 and May 15, 2028 and August 11, 2028 for Phase 2. Residence hall turnover dates are fixed and cannot be extended.

Dining operations at University Towers Kitchen (UTK) WILL [X] / WILL NOT [ ] remain operational during construction. Any required interruption must be identified in the Proposer's phasing approach.

2.3.4 Hazardous Materials and Existing Conditions

Given the age of the facility, the Proposer shall assume the presence of asbestos-containing materials, lead-based paint and/or other regulated materials until documented otherwise. Aztec Shops WILL [X] / WILL NOT [ ] provide a hazardous materials survey as a Reference Document. Abatement is INCLUDED IN [ ] / EXCLUDED FROM [X] the CMAR scope.

Available record drawings and prior investigation reports will be furnished as Reference Documents. The CMAR shall verify existing conditions in the field during Preconstruction and identify any discrepancy prior to GMP submission. Unforeseen-condition risk allocation will be addressed in the Construction Agreement.

2.4 CMAR Services

2.4.1 Budget Validation

— Identify cost drivers and escalation risks
— Provide recommendations to align scope and budget

2.4.2 Construction and Value Review

— Conduct constructability reviews of design documents
— Identify potential conflicts, inefficiencies, or risks

— Propose value-enhancement options while maintaining design intent

2.4.3 Schedule Development
— Develop and maintain a CPM construction schedule
— Identify phasing requirements and long-lead items
— Coordinate schedule constraints related to campus operations

2.4.4 Trade Packaging and Procurement Strategy
— Develop trade bid packages, a minimum of 3 bids per package will be required.
— Recommend procurement sequencing
— Identify opportunities for early trade involvement, if appropriate

2.4.5 Guaranteed Maximum Price (GMP) Development
The CMAR shall collaborate with Aztec Shops and design team to develop a transparent, open-book GMP, including:
— Detailed cost breakdown by trade
— General Conditions costs (included as part of the RFP)
— CMAR fee
— Allowances
— Contingencies
— Assumptions and clarifications
— Identified risks and mitigation strategies
The GMP shall be based on completed construction documents or an agreed-upon level of design development acceptable to Aztec Shops.

2.4.6 Construction Services
Upon acceptance of the GMP, the CMAR shall provide full construction management services, including:
— Competitive procurement of trade contractors - minimum 3 bids per trade package.
— On-site supervision and coordination
— Safety management and compliance
— Cost and schedule control
— Change management
— Quality control
— Coordination with Aztec Shops, campus stakeholders, and AHJs
— Project closeout, commissioning support, and documentation

2.4.7 Open-Book and Transparency Requirements
The CMAR shall maintain full cost transparency throughout preconstruction and construction, including open-book accounting, access to trade bids and cost backup, and clear documentation of contingency usage.

2.4.8 Transition and Closeout
— At the end of the contract, provide a complete turnover of operational data, equipment inventories, and service records to Aztec Shops
— Assist with transition to a new contractor or direct Aztec Shops management without interruption to operations.

2.5 Contractor Qualifications and Licensing

The Proposer shall hold a current California Contractors State License Board (CSLB) license of the class required to perform the Work, in good standing, at the time of proposal submission and continuously through Final Completion. The required license classification for this Project is B - General Contractors License.

The Proposer and all trade contractors shall be registered with the California Department of Industrial Relations if the Project is determined to be a public work under Labor Code section 1720 et seq.

The Proposer shall demonstrate surety bonding capacity sufficient for the Project as it is structured in Section 2.6. Because the Construction Stage will be authorized and bonded separately by Phase, the Proposer shall demonstrate single-project bonding capacity of not less than $8,000,000.00, being the anticipated Guaranteed Maximum Price for a single Phase, and aggregate bonding capacity, net of current and committed bonded backlog, of not less than $20,000,000.00.

Capacity shall be evidenced by a letter from the Proposer’s surety or its authorized agent, dated within thirty (30) days of

the proposal deadline, stating the Proposer's single-project limit, aggregate limit and current bonded backlog, and confirming the surety's willingness to provide the bonds required by Section 2.6 for this Project.

A Proposer may demonstrate the required capacity individually, through co-surety as provided in Section 2.6, through a joint venture as provided in Section 2.5.1, or through any combination of these. Aztec Shops will evaluate capacity on the basis of the structure proposed.

2.5.1 Joint Ventures

Proposals from joint ventures are permitted. Each joint venture partner shall hold a current California Contractors State License Board license of the class required to perform the Work at the time of proposal submission, and the joint venture shall hold a joint venture license at the time of award.

A joint venture proposal shall identify each partner, the percentage interest of each, the designated managing partner, the personnel each partner will provide to the Project, and the scope of the construction management function each will perform. A copy of the joint venture agreement, or a letter of intent to form the joint venture on stated terms, shall be submitted with the proposal.

Firm qualifications and relevant project experience will be evaluated on the combined record of the partners, provided that the partner designated as managing partner individually demonstrates experience on at least one project of comparable scope, value and delivery method. Each partner shall be jointly and severally liable to Aztec Shops for performance of the Agreement. Bonds shall be issued in the name of the joint venture.

2.6 Bonds and Insurance

Prior to commencement of each Phase of the Construction Stage, the CMAR shall furnish a Payment Bond and a Performance Bond for that Phase, each in the amount of one hundred percent (100%) of the Guaranteed Maximum Price accepted for that Phase, issued by an admitted surety insurer satisfactory to Aztec Shops and holding a current A.M. Best rating of not less than A- VIII. The penal sum of each bond shall be increased by change order to reflect any increase in the Guaranteed Maximum Price for that Phase. Bond premiums shall be identified as a separate line item in the GMP and shall not be included in the CMAR Fee or General Conditions.

The CMAR shall maintain the insurance coverages and limits required by the Aztec Shops form of agreement, including Commercial General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Professional/Contractors Pollution Liability as applicable. Minimum limits: CGL $5,000,000.00 each occurrence / $10,000,000.00 general aggregate; or Excess/Umbrella $10,000,000.00. Aztec Shops Ltd., the Trustees of the California State University, and San Diego State University shall be named as additional insureds.

Builder's Risk / Course of Construction insurance shall be provided by AZTEC SHOPS [ ] / THE CMAR [X]. Because the Project involves an existing occupied structure, the policy form, deductible responsibility and existing-property coverage shall be confirmed prior to the Construction Stage.

2.6.1 Co-Surety

A required bond may be issued by two or more sureties as co-sureties, each stating its several share, provided that: (a) the aggregate penal sum of the co-surety bonds equals one hundred percent (100%) of the Guaranteed Maximum Price accepted for the Phase; (b) one surety is designated as lead and administering surety; (c) Aztec Shops may make demand upon, and proceed against, the lead surety for the whole of the penal sum, with apportionment among the co-sureties being a matter between them; and (d) each co-surety satisfies the admitted-insurer and rating requirements of Section 2.6. A Proposer intending to use co-surety shall disclose the arrangement and identify the proposed sureties in its proposal.

2.6.2 Trade Contractor Bonds

The CMAR shall require a Payment Bond and a Performance Bond, each in the amount of one hundred percent (100%) of the subcontract amount, from every trade contractor whose subcontract value equals or exceeds $150,000.00. Each such bond shall name Aztec Shops as dual obligee or shall be written so as to be assignable to Aztec Shops, and shall be furnished to Aztec Shops before that trade contractor commences work. The cost of trade contractor bonds shall be carried in the Cost of the Work and identified as a separate line item in the GMP. Aztec Shops may, in its discretion and on written request, waive the bond requirement for a particular trade.

2.7 Trade Contractor Procurement

All Work not self-performed by the CMAR shall be competitively procured on an open-book basis. The CMAR shall solicit a minimum of three (3) qualified bids for each trade package, or shall document in writing why three bids could not be obtained.

The CMAR shall submit proposed bidders lists, trade bid packages and bid instructions to Aztec Shops for review prior to issuance. Aztec Shops reserves the right to witness all trade bid openings and to review all bids, bid tabulations and backup, whether or not the bid is accepted.

The CMAR shall prequalify its major trade contractors, defined as any trade whose subcontract value equals or exceeds five percent (5%) of the Cost of the Work, and shall provide the prequalified lists to Aztec Shops.

Self-Performed Work. The CMAR MAY [X] / MAY NOT [ ] self-perform portions of the Work. If permitted, self-performed scopes shall be identified in the proposal, shall be competitively bid against at least two (2) third-party bids, and shall be subject to Aztec Shops approval. Self-performed work shall not carry a General Conditions or Fee markup in addition to the CMAR Fee.

Trade contractor contracts shall be executed only after the Construction Agreement incorporating the accepted GMP has been fully executed, unless Aztec Shops authorizes early procurement of long-lead items in writing.

2.8 Contingency, Allowances and Savings

The GMP shall include a CMAR Contingency for the CMAR's use in covering costs arising from the CMAR's means and methods, trade buyout variance, coordination, and non-compensable events. Use of CMAR Contingency requires written notice to Aztec Shops and shall be documented in the monthly cost report. CMAR Contingency shall not be used for scope changes, Aztec Shops-directed changes, or design changes.

An Owner Contingency will be carried by Aztec Shops outside the GMP and is available solely at the Owner's direction.

Allowances shall be clearly itemized with their basis of assumption. Allowance balances not expended shall be returned to Aztec Shops at Final Completion.

Savings. Any unexpended balance of the GMP at Final Completion, including unused CMAR Contingency and buyout savings, shall be returned 100% to Aztec Shops. Proposers shall state their assumption in the Price Proposal.

The CMAR Fee and General Conditions proposed in response to this RFP shall be firm and shall not be adjusted as a result of GMP development, except for a change in the Cost of the Work resulting from Aztec Shops-directed scope change or a change in the construction duration approved by Aztec Shops.

2.9 Schedule, Milestones and Liquidated Damages

The Project is governed by fixed residence hall occupancy milestones. The CMAR shall achieve Substantial Completion of all work affecting resident-occupied areas no later than August 13, 2027, to support resident student move-in on August 14, 2027 for Phase 1, and no later than August 11, 2028, to support resident move-in on August 12, 2028 for Phase 2.

Liquidated damages of $2,000.00 per calendar day will apply for each day Substantial Completion is not achieved beyond the Substantial Completion Date of each Phase identified in Section 2.9. Because delay would displace residents, Contractor shall assume liquidated damages are a material term.

Proposers shall submit a preliminary milestone schedule from Preconstruction Notice to Proceed through Final Completion, showing the GMP development sequence, permit and Office of the State Fire Marshal review durations, long-lead procurement, the construction window, and any proposed phasing.

General Conditions proposed in the Price Proposal shall be based on the construction duration stated in the Proposer's preliminary schedule. Proposers shall also state a monthly General Conditions rate so that durations can be normalized during evaluation.

2.10 GMP Acceptance

The CMAR shall submit the GMP at 100% construction documents, together with a complete open-book cost breakdown, trade bid tabulations, General Conditions detail, allowance and contingency schedules, assumptions, clarifications and exclusions, and an updated CPM schedule.

If the proposed GMP exceeds the GMP Budget, the CMAR shall, in conjunction with the design team, develop and price value-engineering and scope-reduction options sufficient to bring the GMP within the GMP Budget at no additional cost to Aztec Shops.

If Aztec Shops and the CMAR are unable to agree upon a GMP at or below the GMP Budget, Aztec Shops may, at its sole discretion, terminate the Agreement upon payment of the earned Preconstruction Fee, and may thereafter complete the Project by any other delivery method. All preconstruction deliverables, estimates, schedules, trade bids and logistics plans shall become the property of Aztec Shops upon such termination.

Award of the Construction Agreement is contingent upon acceptance of the GMP, Aztec Shops Board and/or management approval as applicable, and receipt of all required permits and approvals.

3. Request For Proposal

3.1. RFP Process

To be considered, Proposers must submit a response to this RFP. Proposals should be prepared in a simple and straightforward manner demonstrating their experience, personnel, and approach to successfully deliver the Project using a Construction Manager at Risk (CMAR) delivery method. Emphasis shall be placed on relevant experience, team qualifications, and Project approach, rather than marketing materials. The proposal shall contain the following:

3.1.1 Cover Letter: An overall introduction to the proposal including contact name and phone numbers

3.1.2 Detailed Response/Required Qualifications Content Create as complete a response as possible detailing the following:

- **Firm Qualifications & Experience**
  - Firm overview and years in business
  - Experience delivering projects under CMAR / GMP delivery
  - Experience with higher-education, auxiliary, or occupied-campus projects
  - Experience with projects of similar size, scope, and complexity
- **Relevant Project Experience:** Provide three (3) to five (5) representative projects, including:
  - Project name and location
  - Client / Owner
  - Delivery method
  - Construction value
  - Description of scope
  - Role of proposer
  - Outcome (schedule, cost, and lessons learned)
- **Proposed Project Team**
  - Identify the proposed Project team, including:
  - Project Executive
  - Project Manager
  - Superintendent
  - Preconstruction Manager (or equivalent)
  - For each individual, provide:
    - Resume
    - Relevant project experience
    - Role and level of commitment to this Project
- **Project Approach & Methodology -** Describe the proposer's approach to:
  - Preconstruction services
  - Cost estimating and GMP development
  - Schedule control and phasing
  - Risk identification and mitigation
  - Coordination within an active campus environment
  - Collaboration with Owner and design team
- **Safety Record & Program -** Provide:
  - EMR for the past three (3) years
  - OSHA recordable rates (if available)
  - Description of firm's safety program and site-specific safety planning
- **Preliminary Project Schedule**
  - Milestone schedule from Preconstruction NTP through Final Completion
  - Proposed phasing and sequencing within the available construction window
  - Permit and OSFM review durations, and long-lead procurement items
  - Assumed construction duration used as the basis of the General Conditions proposal

3.1.3 Price Proposal Exhibit A: Proposers shall submit a separate Price Proposal for each Phase. Price Proposals will be evaluated independently from Detailed Response/Required Qualifications Content and scored as part of the best-value selection process. Price Proposals shall not include trade contractor pricing, a lump sum construction price, or a speculative GMP. Aztec Shops is soliciting Fee and General Conditions only. Required Price Proposal components include:

- **Preconstruction Fee**
  - Provide a lump-sum fee for preconstruction services, inclusive of all labor, overhead, and expenses required to perform the preconstruction scope described in this RFP.
- **CMAR Fees**
  - Provide the proposed CMAR fee for the Construction Stage, expressed as a lump sum or as a percentage of the Cost of the Work; Proposers shall clearly identify the proposed fee structure. To permit direct comparison, the Construction Stage CM Fee shall be expressed as a percentage of the Cost of the Work. A lump sum may be offered in addition, but the percentage governs evaluation. State whether the Fee is applied to the Cost of the Work only, or also to General Conditions, contingency, allowances, bonds and insurance.
- **General Conditions**
  - Provide a detailed breakdown of proposed General Conditions, including Project management staff, site supervision, temporary facilities, safety, site logistics, field office costs, and Project duration assumptions.
- **GMP Development Assumptions**
  - Provide a narrative describing assumptions used in developing the proposed fee and general conditions, proposed contingency structure, allowance philosophy, and approach to open-book cost transparency.

3.1.4 Exhibit B and Exhibit C

- Provide fully filled out and signed Bidder Declaration (Exhibit B) and Proposal Certification Form (Exhibit C)

3.2 Submission of Proposal

Proposers must submit a complete proposal in accordance with the format and requirements set forth in this RFP. Proposals shall be submitted electronically via email to:

Janelle Temnick, Director, Contracts, Risk Management and Facilities
Jtemnick@sdsu.edu
Subject line: RFP 70611 – University Towers CMAR Proposal – [Company Name]
CC: Andrew Donahue, Contracts Manager
adonahue2@sdsu.edu

Proposals must be received no later than the date and time specified in this RFP. The time reflected on Aztec Shops' email system shall serve as the official time for determining timely receipt. Proposals submitted by mail, personal delivery, courier service, or any other means not expressly authorized in this RFP will not be accepted. It is the Proposer's sole responsibility to ensure that its complete Proposal is received prior to the deadline**. LATE PROPOSALS WILL NOT BE ACCEPTED.**

All Proposal materials must be submitted in searchable PDF format. Separate each required component into its own clearly labeled PDF file. File names shall clearly identify the Proposer and the applicable component (e.g., "ABC Construction – Cover Letter," "ABC Construction – Detailed Response/Required Qualifications Content," "ABC Construction – Price Proposal").

Pages requiring signatures must be scanned from documents bearing original signatures. Electronic or digital signatures are not acceptable.

Submit Detailed Response/Required Qualifications Content

Content shall be organized to correspond to the applicable question or item within Section 3.3 Evaluation Criteria. All forms, responses and exhibits shall be sequentially numbered to correspond to the applicable question or item. No price data is to be included in the Detailed Response. If price information is included, Aztec Shops may, at its sole discretion, remove such information or declare the proposal non-responsive.

Submit a Separate Price Proposal

All cost and pricing information must be contained within the Price Proposal, Exhibit A. All proposals shall be signed by an authorized officer or employee of the Proposer. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned images of pages containing original signatures are acceptable for submission of an electronic file. Electronic or digital signatures will not be accepted.

3.3. Evaluation Criteria

In awarding the Contract, Aztec Shops will consider a number of factors in evaluating the proposals submitted. The factors (not listed in order of importance) and their weightings for scoring are as follows:

	Evaluation Criteria	**Points**
A	Firm Qualifications & Experience	10
B	Relevant Project Experience	15
C	Project Schedule (NTP to Final Completion)	10
D	Proposed Project Team	15
E	Project Approach & Methodology	15
F	Safety Record & Program	5
G	Preconstruction Fee (For Phase 1 & Phase 2)	5
H	GC Construction Stage Fee (For Phase 1 & Phase 2)	12
I	GC Construction Stage Fee for Owner Contracted Subcontractors (For Phase 1 & Phase 2)	3
J	General Conditions (For Phase 1 & Phase 2)	8
K	Assumptions & Transparency	2
	TOTAL POINTS	**100**

Fees and General Conditions together account for 28 of 100 available points. Aztec Shops will normalize General Conditions across proposals using each Proposer's stated monthly General Conditions rate and assumed construction duration. Aztec Shops is not obligated to award to the Proposer submitting the lowest Fee or General Conditions.

3.4 Additional Information/Questions

Requests for additional information or clarification must be submitted in writing to the RFP Contact. Proposers shall not contact other employees or representatives of Aztec Shops or SDSU concerning this RFP during the solicitation process.

3.5 Negotiations and Best and Final Offer

Upon review and scoring by the evaluation committee, Aztec Shops has the right to accept the best proposal as submitted, without discussion or negotiation. However, Aztec Shops also reserves the right to request additional information and discuss Contractor's proposal with the evaluation committee to facilitate arrival at an agreement most advantageous to Aztec Shops. If the evaluation committee determines that further discussion is in the best interest of Aztec Shops, the Contracts, Risk Management and Facilities Director will invite qualified Proposers to attend a final meeting and/or provide an oral presentation at a time to be determined later. Aztec Shops reserves the right to conduct a Best and Final Offer in its sole discretion. The decision by Aztec Shops is final.

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Exhibit A – Price Proposal Form: Phase 1

Preconstruction Fee (Lump Sum): $_____

Construction Stage CM Fee (Lump Sum or %): _____

Construction Stage CM Fee for Owner Contracted Subcontractors (if applicable) (Lump Sum or %) _____

General Conditions Breakdown

Category	Cost
Project Management & Supervision	
Temporary Facilities & Site Infrastructure	
Temporary Utilities & Services	
Safety & Risk Management	
Construction Logistics & Campus Coordination	
Quality Control & Testing Coordination	
Scheduling & Project Controls	
Document Control & Reporting	
Permit, Fees & Inspections	
Temporary Environmental Controls	
Clean-Up & Maintenance	
Commissioning & Closeout Support	
Miscellaneous	
Total General Conditions	

Assumptions & Transparency:

Exclusions / clarifications:

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Exhibit A – Price Proposal Form: Phase 2

Preconstruction Fee (Lump Sum): $_____

Construction Stage CM Fee (Lump Sum or %): _____

Construction Stage CM Fee for Owner Contracted Subcontractors (if applicable) (Lump Sum or %) _____

General Conditions Breakdown

Category	Cost
Project Management & Supervision	
Temporary Facilities & Site Infrastructure	
Temporary Utilities & Services	
Safety & Risk Management	
Construction Logistics & Campus Coordination	
Quality Control & Testing Coordination	
Scheduling & Project Controls	
Document Control & Reporting	
Permit, Fees & Inspections	
Temporary Environmental Controls	
Clean-Up & Maintenance	
Commissioning & Closeout Support	
Miscellaneous	
Total General Conditions	

Assumptions & Transparency:

Exclusions / clarifications:

_____

Signature of Authorized Officer and Date
Name, Title:
Mailing Address:
Email Address and Phone Number:

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State of California—Department of General Services, Procurement Division
GSPD–05–105 (REV 08/09)

Solicitation Number_____

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

a. Identify current California certification(s) **(MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

_____

_____

c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ___ **No** ___
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

---

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

PROPOSAL CERTIFICATION FORM

NOTE: THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR PROPOSAL

The undersigned certifies that to the best of his/her knowledge: (check one)

( ) There is no officer or employee of Aztec Shops or San Diego State University who has, or who's relative has, a substantial interest in any agreement award subsequent to this proposal/bid.

( ) The names of any and all public officers or employees of Aztec Shops or San Diego State University who have, or who's relative has, a substantial interest in any agreement award subsequent to this proposal/bid are identified by name as part of this submittal.

In compliance with Request for Proposal No. _____ for _____ Services for _____, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and services in accordance with the specifications and scope of work according to the proposal submitted or as mutually agreed upon by subsequent negotiation.

CERTIFICATION	
Signature ✍	**Typed Name and Title**
Name of Company as Licensed	**Corporation** ☐ **Partnership** ☐
Federal ID # or Social Security Number	
Street Address	**City / State / Zip**
Phone No. ( ) -	**Fax No.** ( ) -
Mobile No. ( ) -	**Email Address**

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GENERAL PROVISIONS for CONSTRUCTION AND FACILITIES MAINTENANCE
Revision 1/1/2025

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1. **Commencement of Work**
Contractor shall not commence work under the Agreement until Contractor has received a fully executed Agreement and been given written approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at Contractor's own risk.

2. **Agreement Alterations & Integration**
No alteration or variation of the Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated in writing in the Agreement shall be binding on any of the Parties hereto.

3. **Severability**
Contractor and Aztec Shops agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either Party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both Parties, to the maximum extent reasonable.

4. **Independent Status**
Contractor, and its employees, agents, and subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of Aztec Shops. While Contractor may be required by this Agreement to carry Workers Compensation Insurance, in no event shall Contractor and its employees and agents be entitled to unemployment or workers' compensation benefits from Aztec Shops.

5. **Governing Law**
This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Any action brought arising out this Agreement shall be instituted only in the California state courts located in San Diego County.

6. **Contractor's Power and Authority**
Contractor warrants it has full power and authority enter into this Agreement and will hold Aztec Shops harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor shall not enter into any arrangement, agreement or Agreement with any third party that might abridge any rights of Aztec Shops under this Agreement.

7. **Assignments**
Contractor shall not assign this Agreement either in whole or in part, without the Aztec Shops' written consent, which will not be unreasonably withheld.

8. **Personnel**
Contractor shall give its personal attention to the performance of the Agreement and shall make every effort consistent with sound business practices to honor Aztec Shops' requests regarding Contractor's assignment of its employees. However, Contractor maintains the sole right to determine the assignment of its employees in order to keep all phases of work under its control. If an employee of Contractor is unable to perform due to illness, resignation, or other factors beyond Contractor's control, Contractor shall use its best effort to provide suitable substitute personnel.

9. **Supervision and Construction Procedures**
The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

The Contractor shall be responsible to Aztec Shops for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

10. **Waiver of Rights**
Any action or inaction by Aztec Shops or the failure of Aztec Shops on any occasion to enforce any right or provision of this Agreement shall not be construed to be a waiver by Aztec Shops of its rights hereunder and shall not prevent Aztec Shops from enforcing such provision or right on any future occasion. Aztec Shops' rights and remedies provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

11. Time
Time is of the essence in the performance of this Agreement.

12. Entire Agreement
This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of each Party.

13. Cancellation
Aztec Shops has the right to cancel this Agreement at any time and without future financial obligation upon thirty (30) days written notice to Contractor.

14. Multi Phase Project and 2028 Phase Contingency
If the Scope of Work identifies separate phases to be performed during the summer of 2027 and the summer of 2028, the 2028 phase is expressly contingent upon Aztec Shops' written authorization to proceed. Aztec Shops makes no guarantee or commitment that the 2028 phase will proceed. Contractor shall not begin, procure, fabricate, order, store, or otherwise incur obligations for the 2028 phase unless and until Contractor receives a written notice to proceed or other written authorization signed by an authorized representative of Aztec Shops.

Aztec Shops may, in its sole discretion and for any reason, including changes in funding, operational needs, approvals, scheduling, site conditions, campus requirements, or other business circumstances, elect not to proceed with, defer, reduce, or modify all or any portion of the 2028 phase by written notice to Contractor. If Aztec Shops elects not to proceed with the 2028 phase, Aztec Shops shall be responsible only for (a) amounts properly due for Work completed and accepted before the effective date of the notice and (b) reasonable, documented, non-cancelable costs for the 2028 phase that were specifically authorized by Aztec Shops in writing before being incurred and that Contractor cannot reasonably avoid or mitigate. Contractor shall have no right to anticipated profits, lost profits, unabsorbed overhead, consequential damages, or other compensation for the unperformed 2028 phase.

Upon Aztec Shops' request, Contractor shall promptly deliver, return, or otherwise dispose of any Items procured or held for the 2028 phase in accordance with Aztec Shops' instructions. The Contractor's obligations concerning the care, custody, security, risk of loss, insurance, and disposition of stored Items shall continue during any period between the 2027 and 2028 phases and after cancellation or deferral until the Items are delivered, returned, incorporated into the Work, or otherwise disposed of as directed by Aztec Shops.

15. Termination for Default
Aztec Shops may terminate the Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Aztec Shops may proceed with the work in any manner deemed proper by Aztec Shops. The cost to Aztec Shops shall be deducted from any sum due the Contractor under the Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

16. Rights and Remedies of Aztec Shops for Default
(a) In the event any Deliverables furnished or services provided by Contractor in the performance of this Agreement should fail to conform to the requirements herein, or to the sample, design or specifications submitted by Contractor, Aztec Shops may reject the same, and it shall thereupon become Contractor's duty to immediately reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to Aztec Shops, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, Aztec Shops shall thereupon have the right, but not the obligation, to complete the Scope of Work or any part thereof, and charge it's expense of completing and service/work to Contractor and to deduct from any moneys due or that may thereafter become due to Contractor the difference between the price named in the Agreement and the actual cost to Aztec Shops.
(b) In the event Contractor fails to provide required deliverables or services as specified in the Agreement, the same conditions as to Aztec Shops' right but not obligation, to perform the deliverables or services and receive reimbursement from Contractor, as set forth in (a), above shall apply.
(c) In the event Aztec Shops terminates this Agreement, either in whole or in part, for the Contractor's default or breach, Contractor shall compensate Aztec Shops, in addition to any other remedy Aztec Shops may have available to it, for any loss or damage sustained and cost incurred by the Aztec Shops in procuring items and services which Contractor therein agreed to supply.
(d) Aztec Shops' rights and remedies provided above shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity or this Agreement.

17. Aztec Shops' Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, Aztec Shops may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of Aztec Shops to stop the Work shall not give rise to a duty on the part of Aztec Shops to exercise this right for the benefit of the Contractor or any other person or entity.

18. Aztec Shops' Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from Aztec Shops to commence and continue correction of such default or neglect with diligence and promptness, Aztec Shops may, without prejudice to any other remedies Aztec Shops may have, correct such default or neglect. Aztec Shops may withhold or nullify Payment in whole or in part, to the extent reasonably necessary to reimburse Aztec Shops for the reasonable cost of correcting such deficiencies, including Aztec Shops' expenses and compensation for the additional services made necessary by such default, neglect, or failure.

19. Warranty

Contractor warrants that

(a) Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work unless otherwise provided int eh Contract Documents. The Contractor may make a substitution only with the consent of the Aztec Shops, in accordance with a Modification.

(b) Unless otherwise specified in the Statement of Work, (including, without limitation, all descriptions, specifications, and drawings identified in the Scope of Work, the warranties in this subsection shall be one (1) year from date of delivery of materials (hereinafter referenced as deliverables) or services. Contractor warrants the workmanship of services provided and deliverables, and all other aspects regarding the work, shall conform to the requirements specified in this Agreement and be free from faults and defects of design, material, and workmanship. Where Aztec Shops and Contractor have agreed to design specifications in the Scope of Work, either directly or by reference, Contractor hereby warrants that its deliverables shall be new and of industry standard quality in the trade and in accordance with the approved and agreed to design and specifications.

(c) All warranties, including special warranties specified elsewhere in this Agreement, shall inure to Aztec Shops, its successors, assigns, customer agencies, and governmental users of the deliverables or services.

20. Safety and Accident Prevention

In performing work under this Agreement on Aztec Shops premises, Contractor shall conform to all specific safety requirements contained in this Agreement or as required by law or regulation. Contractor shall take all additional precautions as Aztec Shops may reasonably require for safety and accident prevention purposes. Contractor's violation of such rules and requirements, unless promptly corrected, shall constitute a material breach of this Agreement.

21. Storage and Custody

If any materials, equipment, fixtures, components, deliverables, or other items furnished by or for Aztec Shops, paid for by Aztec Shops, or intended for incorporation into the Work (collectively, "Items") are stored at the Contractor's or any subcontractor's facility or other property off the Project site, the Contractor shall have sole care, custody, and control of the Items until the Items are delivered to Aztec Shops or incorporated into and accepted as part of the Work. The Contractor shall be fully responsible for the security, protection, preservation, inventory, handling, and safekeeping of the Items and shall protect them from theft, disappearance, loss, damage, destruction, deterioration, weather, fire, water, vandalism, and unauthorized access.

The Contractor shall store the Items in a secure, suitable, and weather-protected location, separately identify and reasonably segregate them from other property, maintain accurate records of the Items, and permit Aztec Shops to inspect the Items and the storage location upon reasonable notice. The Contractor shall not sell, transfer, pledge, encumber, commingle, use, or permit any lien or other claim against the Items. Title to Items paid for by Aztec Shops shall remain with Aztec Shops, and the Contractor shall not assert or permit any ownership interest in those Items.

The Contractor shall bear the risk of loss of or damage to the Items while they are in the Contractor's or any subcontractor's possession, custody, or control, regardless of where the Items are located. If any Item is lost, stolen, damaged, destroyed, or rendered unusable, the Contractor shall, at its sole cost and expense and at Aztec Shops' direction, promptly repair, replace, or

reimburse Aztec Shops for the Item, without delaying the Work. The Contractor shall immediately notify Aztec Shops of any such event and shall maintain property, inland marine, cargo, or other insurance appropriate to the value and nature of the Items, in addition to the insurance otherwise required by this Agreement.

22. Protection of Person and Property

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

(a) employees on the Work and other persons who may be affected thereby;
(b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
(c) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible

The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of Aztec Shops.

23. Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

24. Insurance Requirements

The Contractor shall not commence Work until it has obtained all the insurance required in this Agreement, and such insurance has been approved by Aztec Shops.

(a) Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:
   (1) **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, covering work done or to be done by or on behalf of the Contractor and including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
   (2) **Business Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury, contractual liability, and property damage. Such insurance shall include coverage for uninsured and underinsured motorists.
   (3) **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.
   (4) **Builders Risk/Course of Construction** insurance utilizing an "All Risk" (Special Perils) coverage form, shall have limits equal to the completed value of the project and no coinsurance penalty provision.
   (5) Professional Liability (if Design/Build), with limits no less than $2,000,000 peroccurrence or claim, and $4,000,000 policy aggregate.
   (6) **Environmental Impairment (pollution) Liability**: Limits of Liability $10,000,000 General Aggregate, $5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs. For projects involving hazardous materials that include, but is not limited to asbestos, lead, fuel storage tanks and PCBs.
   (7) In addition to the coverage described in Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services for projects involving hazardous materials: (i) MCS-90 endorsement, (ii) Sudden & Accidental Pollution endorsement with Limits of Liability $2,000,000 Each Occurrence and $2,000,000 General Aggregate. A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance. With Aztec Shops' approval, the Contractor may delegate the responsibility to provide this

additional coverage to its hazardous materials subcontractor. When the Contractor returns its signed project construction phase agreement to Aztec Shops, the Contractor shall also provide Aztec Shops with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all Aztec Shops' insurance requirements. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to Aztec Shops as soon as the Contractor fully executes its sub-agreement with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(8) If the Contractor maintains broader coverage and/or higher limits than the minimums above, Aztec Shops shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Aztec Shops.

(b) The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: The State of California, the Trustees of The California State University, California State University, San Diego State University, Aztec Shops and employees, officers, directors, volunteers and agents (collectively "University") are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects to University. Any insurance or self- insurance maintained University shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Waiver of Subrogation: Contractor hereby grants to Aztec Shops a waiver of any right to subrogation which any insurer of said Contractor may acquire against Aztec Shops by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Aztec Shops has received a waiver of subrogation endorsement from the insurer.

(c) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with thirty (30) day notice to Aztec Shops.

(d) Self-Insured Retentions: Self-insured retentions must be declared to and approved by Aztec Shops. Aztec Shops may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Aztec Shops.

(e) Verification of Coverage: Contractor shall furnish Aztec Shops with original Certificates of Insurance including all required amendatory signed endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Shops before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Aztec Shops reserves the right to require complete, certified copies of all required insurance policies, including signed endorsements required by these specifications, at any time.

(f) Subcontractor's Insurance: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work, and that University is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 3 04 13. Contractor shall not allow any subcontractor to commence Work on its sub-agreement until the insurance has been obtained and approved by Aztec Shops. Only the Contractor and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) Special Risks or Circumstances: Shops reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(h) Claims Made Policies: If any of the required policies provide claims-made coverage:

(1) The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of work.

(2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work.

(3) If coverage is canceled or non-renewed, and not replaced with another claims- made policy form with a Retroactive Date prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

(i) Acceptability of Insurers. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to Aztec Shops.

(j) Miscellaneous.

(1) Any deductible under any policy of insurance required in this Agreement shall be Contractor's liability and University is

not responsible for any premiums or assessments on the policy.

(2) Acceptance of certificates of insurance by Aztec Shops shall not limit the Contractor's liability under the Agreement.

(3) In the event the Contractor does not comply with these insurance requirements, Aztec Shops may, at its option, provide insurance coverage to protect Aztec Shops. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Agreement sums otherwise due the Contractor.

(4) If Aztec Shops is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay Aztec Shops for all such damages.

(5) The Contractor's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.

(6) The Contractor's liability for damages proximately caused by acts of God (as defined in Public Agreement Code section 7105) and not involving Contractor negligence shall be limited to five percent of the Agreement.

(k) Contractor agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Aztec Shops, and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, Aztec Shops may in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

25. Performance Bond

Prior to commencement of Work, Contractor shall furnish to Aztec Shops a performance bond in an amount equal to one hundred percent (100%) of the total Agreement value, issued by a surety company licensed to do business in the State of California and acceptable to Aztec Shops. The performance bond shall guarantee the faithful performance of all obligations of Contractor under this Agreement, including completion of the Work in accordance with the Contract Documents. In the event of Contractor's default, as defined under this Agreement, Aztec Shops shall have the right to make a claim against the performance bond after providing written notice to Contractor and any applicable cure period required under this Agreement. The surety shall be obligated to take such actions as may be necessary to remedy the default, including completion of the Work or payment of damages, subject to the terms of the bond. The performance bond shall remain in full force and effect until final completion of the Work and satisfaction of all warranty obligations.

26. Payment (Labor and Materials) Bond

Prior to commencement of the Work, Contractor shall furnish to Aztec Shops a payment bond in an amount equal to one hundred percent (100%) of the total Agreement value, issued by a surety company licensed to do business in the State of California and acceptable to Aztec Shops. The payment bond shall guarantee the prompt payment of all labor, materials, equipment, supplies, services, and other obligations incurred by Contractor or its subcontractors in the performance of the Work, including payment to all subcontractors, sub-subcontractors, suppliers, materialmen, and laborers furnishing labor or materials for the Project. The payment bond shall remain in full force and effect until all claims for labor, materials, equipment, and services arising from the Work have been fully satisfied and all applicable claim periods have expired. Upon request by Aztec Shops, Contractor shall provide evidence satisfactory to Aztec Shops that all subcontractors, suppliers, laborers, and materialmen have been paid in full as a condition precedent to final payment. Such evidence may include sworn statements, affidavits, releases, receipts, or unconditional lien waivers. Nothing contained herein shall limit any rights or remedies available to Aztec Shops under this Agreement, the payment bond, or applicable law. Contractor shall remain solely responsible for ensuring timely payment of all persons and entities furnishing labor, materials, equipment, or services in connection with the Work.

27. General Indemnity

Contractor shall indemnify, defend, protect and hold the State of California, the Trustees of the California State University, San Diego State University, the campus of San Diego State University, Aztec Shops, Ltd. and their respective principals, trustees, beneficiaries, members, partners, shareholders, officers, directors, managers, employees, agents, contractors, volunteers, successors and assigns harmless from and against any and all liens, claims, demands, actions, causes of action, obligations, penalties, charges, liabilities, damages, losses, costs and expenses, arising from, out of, or in connection with the performance of the work described herein, caused in whole or in part by any act or omission of Contractor and anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, except where caused by the gross negligence, or willful misconduct of Aztec Shops, Ltd. This indemnification shall also include the immediate duty to defend and payment of all attorney fees and costs incurred by the State of California, the Trustees of the California State University, San Diego State University, the campus of San Diego State University, Aztec Shops, Ltd. and their respective principals, trustees, beneficiaries, members, partners, shareholders, officers, directors, managers, employees, agents, contractors, volunteers, successors and assigns

pertaining to any such Liabilities.

28. Invoices

Invoices shall be submitted, in arrears, to the address stipulated in the Agreement. The Agreement number must be included on the invoice. Final invoice shall be marked as such. Contractor shall submit invoices to Aztec Shops for payment of goods and services rendered. Unless otherwise specified, Aztec Shops shall pay properly submitted invoices not more than 30 days after (i) the performance completion date of services; or (ii) receipt of an undisputed invoice, whichever is later. Late payment penalties shall not apply to this Agreement. The consideration to be paid Contractor, as described within the Agreement, shall be in full compensation for all of Contractor's expenses incurred in the performance thereof, including travel and per diem, unless otherwise expressly so provided.

29. Document Referencing

All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show the Agreement number. If factory shipment, the factory must be advised to comply. Invoices not properly identified with the Agreement number and Contractor identification number may be returned to Contractor and may cause delay in payment.

30. Use of Data

Contractor shall not utilize any information, it may receive by reason of this Agreement, for pecuniary gain not contemplated by this Agreement, regardless of whether Contractor is or is not under Agreement at the time such gain is realized. Aztec Shops specific information contained in the report, survey, or other product developed by Contractor pursuant to this Agreement is the property of Aztec Shops, and shall not be used in any manner by Contractor unless authorized in writing by Aztec Shops.

31. Confidentiality of Data

(a) Contractor acknowledges the privacy rights of individuals to their personal information that are expressed in the California Constitution Article 1, Section 1. Contractor shall maintain the privacy of personal information and protected data as confidential information. Further, if so requested by Aztec Shops, Contractor shall be administratively responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code 1798.29g and 1798.82g. Contractor shall maintain the privacy of confidential information and shall be financially responsible for any notifications to affected persons (after prompt consultation with Aztec Shops) whose personal information is disclosed by any security breach relating to confidential information resulting from Contractor's or its personnel's acts or omissions. Contractor shall not use, disclose, or release confidential information contained in Aztec Shops' records without full compliance with applicable state and federal privacy laws, and this Agreement. Contractor further acknowledges and agrees to comply with Federal privacy laws, such as the Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student education records and information from student education records.

(b) Contractor acknowledges that San Diego State University and Aztec Shops are public entities and may be legally obligated to provide records in response to requests under the California Public Records Act (Cal. Gov. Code section 6250, et seq.) and the McKee Transparency Act, California Education Code §89913 to any party requesting such records (except to the extent any such records fall within an exemption provided under Applicable Law). Contractor further agrees that all financial, statistical, personal, technical and other data and information relating to Aztec Shops' operation designated "confidential" by Aztec Shops and not otherwise subject to disclosure under the McKee Transparency Act, California Education Code §89913, and made available to Contractor to this Agreement or which become available to Contractor while performing this Agreement, shall be protected by Contractor using the same level of care it takes to protect its own information of a similar nature, but in no event less than reasonable care. If required by a court of competent jurisdiction or an appropriate administrative body with legal authority to order the disclosure of confidential information or protected data, Contractor will notify Aztec Shops in writing prior to any such disclosure to give Aztec Shops an opportunity to oppose any such disclosure. Prior to any disclosure of confidential information as required by legal process, Contractor shall: (1) Notify Aztec Shops of any actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure, immediately upon becoming so obligated; and

(c) Contractor shall cooperate with any litigation or investigation proceedings concerning protected data loss or other breach of Contractor's obligations under this Agreement. Any access, transmission, or storage of protected data outside the United States must be approved in writing by Aztec Shops in advance. Contractor's failure to comply with any provision of this Section shall constitute a material breach of the Agreement.

32. Information Security Requirements

(a) Contractor is required to comply with Aztec Shops and CSU Supplemental Provisions, CSU General Provisions for Information Technology Acquisitions for Information Security Requirements, when applicable. https://www.calstate.edu/csu-

system/doing-business-with-the-csu/capital-planning-design-construction/operations-center/Documents/meas/bluebeam-rider-b-it-supplemental-provisions.pdf. Contractor shall not knowingly permit a representative or subcontractor to have access to Aztec Shops or CSU records, confidential data, or premises of Aztec Shops when such representative or subcontractor has been convicted of a felony.

(b) Information Security Plan: Contractor is required to maintain an Information Security Plan sufficient to protect the sensitive and/or confidential Aztec Shops and CSU data to which they have access.

(c) Personal Security Requirements: Contractor shall require all its affiliates and subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially the same as those included in this Agreement related to information security matters only.

33. Patent, Copyright, and Trade Secret Indemnity

Contractor shall indemnify, defend, and hold harmless Aztec Shops, State of California, Board of Trustees of the California State University, CSU, and their respective officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any Intellectual Property Right, domestic or foreign, by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to University, in addition to the foregoing provision, such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide Aztec Shops with indemnity protection.

(a) Aztec Shops will notify Contractor of such claim in writing and tender its defense within a reasonable time; and

(b) Contractor will control the defense of any action on such claim and all negotiations for its settlement or compromise, except when substantial principles of government or public law are involved, when litigation might create precedent affecting future Aztec Shops operations or liability, or when involvement of Aztec Shops is otherwise mandated by law. In such case no settlement shall be entered into on behalf of Aztec Shops without Aztec Shops' written approval.

(1) Contractor may be required to furnish Aztec Shops a bond against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

(2) Should the Deliverables or Software, or the operation thereof, become, or in the Contactor's opinion are likely to become, the subject of a claim of infringement or violation of a Intellectual Property Right, whether domestic or foreign, Aztec Shops shall permit Contractor at its option and expense either to procure for Aztec Shops the right to continue using the Deliverables or Software or to replace or modify the same so they become non-infringing, provided they comply with Agreement and performance requirements and/or expectations. If neither option can reasonably practicable or if the use of such Deliverables or Software by Aztec Shops shall be prevented by injunction, Contractor agrees to take back such Deliverables or Software and use its best effort to assist Aztec Shops in procuring substitute Deliverables or Software at Contractor's expense. If, in the sole opinion of Aztec Shops, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from Contractor under this Agreement impracticable, Aztec Shops shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Deliverables or Software and refund any sums Aztec Shops paid Contractor less any reasonable amount for use or damage.

(3) Contractor certifies it has appropriate systems and controls in place to ensure State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

34. Rights in Work Product

All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Agreement, including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Agreement (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this section may be revised in a Scope of Work. However, all finished product or deliverables required under this Agreement shall be the exclusive property of Aztec Shops and may be used at Aztec Shops' discretion.

35. Examination and Audit

Aztec Shops reserves the right to examine and audit, either independently or by a third party, up to three (3) years after final payment under this Agreement, Contractors financial records. The examination and audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. Contractor acknowledges and accepts that Aztec Shops and the CSU can be audited by third parties. In the event of such audit Contractor shall reasonably comply. This includes but is not limited to any State or Federal audit and any Public Records Act ("PRA") Request.

36. Dispute Resolution

Any dispute arising under or resulting from this Agreement that is not resolved within sixty (60) days by authorized representatives of Contractor and Aztec Shops shall be brought to the attention of the Contractor's Chief Executive Officer (or designee) and the Chief Executive Officer (or designee) of Aztec Shops for resolution. Either Contractor or Aztec Shops may request that the Chief Executive Officer (or designee) participate in the dispute resolution process to provide advice regarding Aztec Shops Agreement policies and procedures. If Contractor fails to follow this informal dispute resolution process prior to pursuing any legal action, it shall forfeit its right to recover attorney's fees in any legal action. At all times during and despite an unresolved dispute, Contractor shall continue without delay in performing its responsibilities under this Agreement. Contractor shall accurately and adequately document all services it has performed under this Agreement.

37. Mediation

If the informal dispute resolution process described in Section 27 is unsuccessful, before pursuing legal action, the Parties must first submit to and participate in a mediation of any and all disputes, claims, controversies or breaches arising out of or relating to this Agreement pursuant to provisions of Chapter 2 of the California Evidence Code § 1115 for mediation. The venue for mediation shall be in San Diego, California or such other venue mutually agreed to in writing by the Parties. Failure to respond to a request for and to participate in a mediation upon notice served in writing to the last known email and street address will constitute a waiver of any right to attorneys' fees and costs in connection with an award for judgment in any proceeding arising out of or relating to this Agreement. At least five (5) days before the date of the mediation and unless otherwise ordered by the mediator, each party shall provide the mediator with the statement of its position and copies of any and all supporting documents. Unless otherwise agreed to by the Parties or upon order of the mediator, mediation shall commence within thirty (30) days of the notice and request for mediation. If the mediation is not successful, the Parties may pursue all remedies not inconsistent with this Agreement.

38. Conflict of Interest

Aztec Shops may require a Statement of Economic Interests to be filed by any Contractor (or Consultant) who is involved in the making or participation in the making of decisions which may foreseeably have a material effect on any Aztec Shops financial interest.

39. Endorsement

Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by Aztec Shops.

40. Covenant Against Gratuities

Contractor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of CSU or Aztec Shops with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, Aztec Shops shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by Aztec Shops in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for solely by Contractor. Aztec Shops' rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under the Agreement.

41. Nondiscrimination

(a) During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(b) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work

under the Agreement.

42. Compliance with NLRB Orders

Contractor declares under penalty of perjury under the laws of the State of California that no more than one final, unappeasable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court to comply with an order of the National Labor Relations Board. (Authority: PCC 10296).

43. Drug-Free Workplace Certification

Contractor certifies that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations

(b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
   (1) the dangers of drug abuse in the workplace;
   (2) the person's or organization's policy of maintaining a drug-free workplace;
   (3) any available counseling, rehabilitation and employee assistance programs; and,
   (4) penalties that may be imposed upon employees for drug abuse violations.

(c) Provide that every employee who works on the proposed or resulting Agreement:
   (1) will receive a copy of the company's drug-free policy statement; and,
   (2) will agree to abide by the terms of the company's statement as a condition of employment on the Agreement. (Authority: Government Code Section 8350-8357).

44. Forced, Convict, Indentured and Child Labor

By accepting an Agreement or purchase order with Aztec Shops, Contractor certifies that:

(a) no equipment, materials, or supplies furnished to Aztec Shops pursuant to this Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further certifies it will adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at http://www.dir.ca.gov/, and Public Agreement Code Section 6108.

45. Recycled Content Certification

To the extent that services involve the supply of post-consumer materials, Contractor shall certify in writing, the minimum, if not the exact, percentage of post-consumer material, as defined in Sections 12161 and 12200 of the Public Agreement Code, in products, materials, goods, or supplies offered or sold to Aztec Shops regardless whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

46. Americans With Disabilities Act (ADA)

Contractor warrants that it complies with California and federal disabilities laws and regulations (Americans with Disabilities Act of 1990,42 U.S.C. 12101 et seq). Contractor hereby warrants the products or services it will provide under this Agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless Aztec Shops from any claims arising out of Contractor’s failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Agreement.

47. Debarment and Suspension

By accepting an Agreement with Aztec Shops, Contractor certifies neither it nor its principals, affiliates or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. (2 Code Federal Regulations [CFR] 180.220*,* in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235)). Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Aztec Shops. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Aztec Shops, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

48. Expatriate Corporations

Contractor declares and certifies that it is not an expatriate corporation, and is not precluded from contracting with Aztec Shops by The California Taxpayer and Shareholder Protection Act of 2003, Public Agreement Code Section 10286, et seq.

49. Citizenship and Public Benefits

If Contractor is a natural person, Contractor certifies in accepting this Agreement that they are a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).

50. Loss Leader

Contractor certifies and declares it is not engaged in business within the State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Note: Authority Cite: (PCC 12104.5(b).)

51. Contractor's Staff

Contractor warrants that its staff assigned to performing work under this Agreement are legally able to perform such duties in the country where the work is being performed. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

52. Force Majeure

(a) Neither Party shall be liable for any failure to perform its obligations under this Agreement for the period of time that it is prevented, hindered, or delayed in performing those obligations by circumstances beyond its control, including, but not limited to, fire, strike, war, riots, acts of terrorism, disaster, acts of God, acts of any governmental authority, communicable disease outbreak, epidemic or pandemic, unavailability or shortages of labor, materials, or equipment, disruption of transportation, or any other comparable event beyond the control of the Party whose performance is affected (each, a "Force Majeure Event.").

(b) The Party claiming Force Majeure shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event, provide written notice to the other Party of the nature, extent, and expected duration of the Force Majeure Event and use its diligent efforts to mitigate the effects of the Force Majeure Event upon such Party's performance under this Agreement, it being understood that upon completion of the Force Majeure Event, the Party whose performance was affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Agreement.

(c) Notwithstanding any other term in this Agreement, including, but not limited to, the foregoing subsections of this section, during the period of a Force Majeure Event affecting performance by Contractor, Aztec Shops may elect to do all or any of the following:

(1) suspend the Agreement for the duration of the Force Majeure Event and be relieved of any payment obligation for goods or services not delivered or accepted due to the Force Majeure Event;
(2) obtain elsewhere the goods or services not delivered or accepted due to the Force Majeure Event;
(3) extend the time for Contractor's performance by a period equal to the duration of the Force Majeure Event; and/or
(4) terminate the Agreement as to any goods or services not already received with no further financial obligation if the Force Majeure Event continues to exist for more than thirty (30) days.

53. Contractor Conduct

San Diego State University and Aztec Shops are committed to preserving the dignity, self-respect, and esteem of all students, faculty and staff members. Sexual harassment is illegal and a violation of State and Federal laws. Harassment is specifically prohibited in the CSU system. To that end any form of harassment which may cause a negative, intimidating, or hostile effect on any individual will not be tolerated. Harassing conduct may include, but shall not be limited to the following:

- Sexual assault
- Unwanted advances
- Derogatory comments of a sexual nature
- Threatening comments or gestures
- Non-business or personal conversations while conducting business
- Displaying sexually suggestive pictures or objects
- Graphic verbal commentaries about a person's body
- Impeding or blocking a person's movements
- Cat calls and objectionable language
- Jokes or slurs of a sexual nature
- Suggestive gestures
- Unwelcome touching
- Profanity

Contractors, workers employed by the Contractor or its subcontractors while on Aztec Shops and/or University owned, leased or operated property, and as a requirement under this Agreement, shall refrain from participating in any of the above prohibited

activities and shall at all times conduct themselves in a dignified manner, as generally accepted by polite society. Any violation of the letter or spirit of this article shall result in the removal of the Contractor employee, agent or subcontractor from servicing Aztec Shops and or termination of this Agreement. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the premises shall obey the rules and regulations that are established by Aztec Shops and San Diego State University and shall comply with the reasonable directions of the institution's officers. Contractor shall be responsible for the acts of its employees, subcontractors and agents while on the premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property caused by Contractor or any of its agents, subcontractors or employees. Contractor shall repair, within five (5) business days, to the satisfaction of San Diego State University, or Aztec Shops, any damage that it, or its employees or agents, may cause to the premises or equipment. Should Contractor fail to commence such repairs within five (5) business days, Aztec Shops may repair such damage and Contractor shall reimburse Aztec Shops promptly for the cost of repair. Contractor acknowledges that San Diego State University Police has primary law enforcement authority on the premises and that, in the event of an accident or emergency of any kind, Contractor shall immediately notify and cooperate with San Diego State University Police. Contractor shall perform the services contemplated in this Agreement without interfering in any way with the activities of University faculty, students, staff, or visitors. Contractor and its employees, agents and subcontractors shall consistently comply with all San Diego State University parking and traffic regulations.

54. Trademarks and Trade Names

Contractor agrees that trademarks, trade names, designs, logos, and other intellectual property used to identify Aztec Shops and San Diego State University merchandise are the exclusive property of Aztec Shops and San Diego State University, and Contractor has no interest in such trademarks, trade names, designs, logos or other intellectual property except for the right to use such intellectual property as expressly permitted herein. Contractor covenants that, notwithstanding any other provision of this Agreement, it will not take any action which it knows or has reason to know would threaten to injure the image or reputation of Aztec Shops and San Diego State University logo, trademarks, trade names, designs and/or other intellectual property.

55. Moral Turpitude

If Contractor becomes the subject of public disrepute, contempt, or scandal that materially affects Aztec Shops or San Diego State's image or goodwill, then Aztec Shops may deliver written notice thereof to Contractor setting forth the reasons for Aztec Shops' belief and requesting that Contractor take measures to eliminate the effects of such public disrepute, contempt, or scandal. Contractor shall then have sixty (60) days to take such measures; provided that if Contractor has used good faith, diligent efforts to eliminate the effects of such public disrepute, contempt, or scandal, but such effects are not capable of being fully eliminated within such sixty (60) day period, Contractor shall have an additional period of time not to exceed sixty (60) days to effectuate such elimination. If the effects of such public disrepute, contempt, or scandal have not been eliminated by the expiration of the applicable time period set forth above as determined by Aztec Shops in its sole discretion, then Aztec Shops may terminate this Agreement by providing written notice thereof to Contractor. Such termination shall be effective upon delivery by Aztec Shops of such written notice.

56. Material Change of Circumstances

The terms of this Agreement are based on conditions in existence on the date that Contractor commences performance. In the event of a material change in the conditions that adversely affects the ability of Contractor to perform its obligations, Contractor shall reasonably cooperate with Aztec Shops to minimize the impact from such change in conditions on Contractor's performance and shall, if requested by Aztec Shops, negotiate in good faith to adjust the terms of this Agreement on a mutually agreeable basis to address the impact of such material change in conditions. This provision shall not limit Aztec Shops' ability to avail itself of any rights or remedies provided to Aztec Shops by law, equity or any other term of this Agreement.

57. Liens

Contractor shall at all times keep the property of Aztec Shops, San Diego State University, and CSU free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, or labor performed, or materials or equipment furnished) by Contractor pursuant to the terms of this Agreement. If any such lien shall at any time be filed against the premises, and Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, Aztec Shops may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by Aztec Shops in discharging the lien shall be paid by Contractor directly to Aztec Shops within thirty (30) days.

58. Sustainability

Contractor shall be in compliance with Aztec Shops' waste reduction policies and state laws, current and future. Contractor shall comply with the California State University single-use plastics policy and any future Aztec Shops, San Diego State University or

California State University waste reduction policies. Contractor shall actively seek opportunities for Aztec Shops to consider piloting new technologies or approaches in waste reduction. Recyclable or compostable containers and packaging shall be in compliance with local waste hauler disposal guidelines. Contractor shall prioritize packing and shipping materials that are reusable.

59. Attorney's Fees

If any action is brought arising out of any breach of this Agreement or to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees.

60. Protection/Restoration of Facilities

Contractor shall properly and adequately protect from damage all Aztec Shops, San Diego State University, and CSU property, including, but not limited to, land, structures, equipment and utilities while providing goods and services under this Agreement. If any Property is damaged, altered or disturbed in any way during the performance of this Agreement, whether by Contractor, subcontractor, or anyone acting on behalf of Contractor, Contractor shall restore the Property to its condition prior to damage or alteration at Contractor's sole cost and expense. If Contractor is unable or unwilling to restore the Property, Aztec Shops shall restore the property at Contractor's sole cost and expense.

61. Cleaning and Removal of Debris/Salvage

Contractor shall remove at the end of each workday all dirt, debris, waste, rubbish, equipment, and obstacles to pedestrian or vehicular traffic as directed by Aztec Shops. Contractor shall thoroughly clean (vacuum, wet mop, etc.) any dust, soot or similar construction generated contaminants at the end of each workday. Contractor shall not allow debris, waste, or unused construction material to accumulate under, in, or about the work site, nor shall they be used in backfilling. **NOTE**, authorized Contractor shall not ask Aztec Shops or San Diego State University for assistance in work or use of equipment, tools, or supplies. Upon completion of work, Contractor shall thoroughly clean the work area, including all fixtures, equipment, floors, and hardware, and shall remove all plaster spots, stains, paint spots, and accumulated dust and dirt. This shall include thorough cleaning of all roofs, sidewalks, or other surfaces where debris may have collected. Additionally, Contractor shall remove all scaffolding, planking, surplus materials, temporary structures, waste materials and rubbish around the equipment or upon the site and dispose of legally. Absolutely **NO** materials shall be left on Aztec Shops and San Diego State University property. All salvage items removed in connection with any work remain the property of Aztec Shops and shall be deliverable to the location designated by the authorized Aztec Shops representative.

62. Compliance with Applicable Regulations

The project, when completed, shall conform to the specifications and plans as last amended, and applicable regulations and requirements of Aztec Shops, San Diego State University, the CSU and the State of California.

63. Permits, Fees, Notices, and Compliance with Laws

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

64. Hazardous Materials/Environmental Requirements

In the event of a spill of a hazardous waste, as defined in California Code of Regulations, Title 22, Section 66261.3, at the construction site or within the boundaries of Aztec Shops and/or San Diego State University property, the Contractor shall immediately notify authorized Aztec Shops personnel and will make every effort to mitigate the spill and minimize its effect on the environment.

(a) Hazardous Materials

(1) Asbestos: The Contractor is prohibited from installing any asbestos-containing materials or products in any Work to be performed under this Agreement. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated; this responsibility shall not be limited in duration by Project completion, the warranty period, or other provisions of this Agreement.

(2) Lead: The Contractor is prohibited from installing any lead-containing materials or products, including paint, in any

Work to be performed under this Agreement without the written consent of the Director of Real Estate and Business Development. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated; this responsibility shall not be limited in duration by Project completion, the warranty period, or other provisions of this Agreement. Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health or safety of The Trustees' employees, property, or licenses, the Aztec Shops may undertake, at the Contractor's expense, without prior notice, all work necessary to correct such violation. Aztec Shops may bring to the attention of the Contractor a possible hazardous situation in the field regarding the safety of personnel on the site. The Contractor shall be responsible for verifying the observance of all local, state, and federal workplace safety guidelines. In no case shall this right to notify the Contractor absolve the Contractor of its responsibility for monitoring safety conditions. Such notification shall not imply that anyone other than the Contractor has assumed any responsibility for field safety operations. Explosives shall not be used without first obtaining written permission from the CSU and then shall be used only with the utmost care and within the limitations set in the written permission and in accordance with prudence and safety standards required by law. Storage of explosives on the Project site or CSU is prohibited. Powder activated tools are not explosive for purposes of this Article; however, such tools shall only be used in conformance with State safety regulations.

(b) Environmental Requirement

(1) Air and Water Pollution Control: The Contractor shall comply with all air and water pollution control rules, regulations, ordinances and statutes which apply to the Work performed under the Agreement, including any air pollution control rules, regulations, ordinances and statutes adopted under the authority of section 11017 of the Government Code. Contractor must be eligible to perform work for the State and is deemed eligible if not found to be in violation of any order, resolution, or regulation relating to air or water pollution adopted in accordance with Government Code Section 4477. In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Project, shall comply with the applicable material requirements of the Air Quality Management District (AQMD). All containers of solvent, paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with these requirements. Unless otherwise provided in the special provisions, material to be disposed of shall not be burned either inside or outside the premises. A regular watering program shall be initiated to adequately control the amount of fugitive dust in accordance with applicable AQMD rules. Exposed soil surfaces shall be sprayed with water at least daily and as needed to mitigate dust (see also Article 4.08-c, Protection of Facilities). Trucks hauling dirt from the site shall be covered in accordance with applicable state and local requirements. To reduce exhaust emissions, unnecessary idling of construction vehicles and equipment shall be avoided.

(2) Sound Control Requirements: The Contractor shall comply with all sound control and noise level rules, regulations and ordinances which apply to the Work. In the absence of any such rules, regulations and ordinances, the Contractor shall conduct its Work to minimize disruption to others due to sound and noise from the workers, and shall be responsive to Aztec Shops' requests to reduce noise levels. Each internal combustion engine, used for any purpose on the Project or related to the Project, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without a muffler. Construction equipment shall be fitted with modern emission control devices and shall be kept in proper tune. Loading and unloading of construction materials will be scheduled so as to minimize disruptions to campus activities. Construction activities will be scheduled to minimize disruption to the campus.

(3) Archaeological Finds: If the Contractor discovers any artifacts during excavation and/or construction, the Contractor shall stop all affected work and notify the CSU, who will call in a qualified archaeologist designated by the California Archaeological Inventory to assess the discovery and suggest further mitigation, as necessary. If the Contractor discovers human remains, the Contractor shall notify the CSU who will be responsible for contacting the county coroner and a qualified archaeologist. If the remains are determined to be Native American, the CSU shall contact the appropriate tribal representatives to oversee removal of the remains.

65. Clean Air Act

Applies to all contracts and subcontracts in excess $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq*. Contractor agrees to report each violation to Aztec Shops and understands and agrees that Aztec Shops will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each sub-agreement exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

66. Federal Water Pollution Control Act

Applies to all contracts and subcontracts in excess $150,000, including indefinite quantities where the amount is expected to exceed $150,000 in any year. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to Aztec

Shops and understands and agrees that Aztec Shops will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each sub-agreement exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

67. Procurement Of Recovered Materials

Applies to all contracts for work involving the use of materials. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—Competitively within a timeframe providing for compliance with the Agreement performance schedule; Meeting Agreement performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

68. Program Fraud and False Or Fraudulent Statements Or Related Acts

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract

69. Agreement Work Hours and Safety Standards Act

If the Agreement involves the employment of mechanics or laborers (e.g., a Agreement for construction services), the following provision shall apply:

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(c) Withholding for unpaid wages and liquidated damages. CSU shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such Agreement or any other Federal Agreement with the same prime contractor, or any other federally-assisted Agreement subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

GENERAL NOTES

1. 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 DESIGNER OF ANY ADVERSE CONDITIONS OR DISCREPANCIES.
2. ALL CONSTRUCTION AND PROCEDURES SHALL CONFORM TO ALL APPLICABLE CODES AS OUTLINED ON TITLE SHEET.
3. DO NOT SCALE DRAWINGS. IF DIMENSIONAL DISCREPANCIES OCCUR BETWEEN PLANS AND EXISTING CONDITIONS, CONTACT DESIGNER IMMEDIATELY TO RESOLVE CONFLICT PRIOR TO CONTINUATION OF WORK.
4. EXISTING WALLS WERE CONSTRUCTED WITH 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.
5. CONTRACTORS/SUBS CLEAN JOB SITE REMOVING SCRAPS, DEBRIS AND WASTE MATERIALS DAILY.

PROJECT DIRECTORY

OWNER — AZTEC SHOPS
SAN DIEGO STATE UNIVERSITY
550 CANYON CREST DRIVE
SAN DIEGO, CA 92182
OFFICE: (619) 594-1252
CONTACT: R.D. WILLIAMS
EMAIL: RDWILLIAMS@DARTH.SDSU.EDU

DESIGNER — ARCH5 DESIGN STUDIO
2825 DEWEY ROAD
SAN DIEGO, CA 92106
TEL: (858) 336-4556
CONTACT: RACHELLE DOMINGO-ROGERS
EMAIL: RACHELLE@ARCH5.DESIGN

ARCHITECT — DESIGN PATH STUDIO
P.O. BOX 230185
ENCINITAS, CA 92023
TEL: (760) 484-0253
CONTACT: YVONNE ST PIERRE
EMAIL: YVONNE@DESIGNPATHSTUDIO.COM

LOCAL FIRE AUTHORITY APPROVAL LETTER

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY — Gavin Newsom, Governor

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
Office of the State Fire Marshal
P.O. Box 942345 (NCRM/MS73)
CA 94244-2460 (916) 568-3963
Website: www.osfm.fire.ca.gov

LOCAL FIRE AUTHORITY – ACCESS APPROVAL

Agency & Project Name: SDSU UNIVERSITY TOWERS
Address: 5505 MONTEZUMA ROAD, SAN DIEGO, CA 92115
Gov/Motus Control Number: _____

Pursuant to CCR Title 19 §3.06 and §3.05, the California State Fire Marshal is requesting certification from the local fire authority that the above sections are met to their satisfaction.

This form shall be scanned to the accompanying fire access plansreflecting all items under consideration, and wet signed by the local fire authority. Please complete all applicable items based on scope. California State Fire Marshal projec approval may be delayed until this form is completed and returned. If you have any questions, please contact the California State Fire Marshal Plan Review Section at (916)568-3963.

Approved	Yes	No
Fire Department Access	☐	
Fire Department Connection	☐	
Fire Hydrant	☐	
Fire Alarm Annunciator		N/A
Fire Alarm Control Panel		N/A
Knox Box	☐	
Emergency Responder Radio Coverage		N/A
Medical Emergency Service Elevator		N/A
Fire Service Access Elevator		N/A
Bi-Directional Amplification (BDA) Systems		N/A

Local Fire Authority: San Diego Fire-Rescue Department
Address: 525 B Street - Suite 500
City/State/ZIP: San Diego, CA 92101

Approval issued by: Willard Tyler Larson
Rank/Title: Deputy Fire Marshal
Phone Number: 619-533-1506
Signature: _____ **Date:** 07/13/2022

"The Department of Forestry and Fire Protection serves and safeguards the people's wealth through its wildland protection and its management of California's forests. The Department also provides varied emergency services in order to protect lives, property and resources."

ADDITIONAL NOTES

STORM WATER QUALITY NOTES CONSTRUCTION BMPs:

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 BMPS 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.

CURRENT GOVERNING CODES

PARTIAL LIST OF APPLICABLE CODES AS OF JANUARY 1, 2020*

2019 CALIFORNIA ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24 CCR*
2019 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 CCR
(2018 INTERNATIONAL BUILDING CODE, VOL. 1 & 2, AND 2019 AMENDMENTS)
2019 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 CCR
(2017 NATIONAL ELECTRICAL CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 CCR
(2018 IAPMO UNIFORM MECHANICAL CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 CCR
(2018 IAPMO UNIFORM PLUMBING CODE AND 2016 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24 CCR
2019 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 CCR
(2018 INTERNATIONAL FIRE CODE AND 2016 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 CCR
(2018 INTERNATIONAL EXISTING BUILDING CODE AND 2019 CALIFORNIA AMENDMENTS)
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TITLE 24 CCR
2019 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 CCR
TITLE 19 CCR, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS
2019 ASME A17.1/CSA B44-13 SAFETY CODE FOR ELEVATORS AND ESCALATORS

PARTIAL LIST OF APPLICABLE STANDARDS

NFPA 13	STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS (CA AMENDED)	2016 EDITION
NFPA 14	STANDARD FOR THE INSTALLATION OF STANDPIPE AND HOSE SYSTEMS	2016 EDITION
NFPA 17	STANDARD FOR DRY CHEMICAL EXTINGUISHING SYSTEMS	2017 EDITION
NFPA 17A	STANDARD FOR WET CHEMICAL EXTINGUISHING SYSTEMS	2017 EDITION
NFPA 20	STANDARD FOR THE INSTALLATION OF STATIONARY PUMPS FOR FIRE PROTECTION	2016 EDITION
NFPA 22	STANDARD FOR WATER TANKS FOR PRIVATE FIRE PROTECTION	2018 EDITION
NFPA 24	STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES	2016 EDITION
NFPA 72	NATIONAL FIRE ALARM AND SIGNALING CODE (CA AMENDED)	2016 EDITION
NFPA 80	STANDARD FOR FIRE DOORS AND OTHER OPENING PROTECTIVES	2016 EDITION
NFPA 2001	STANDARD FOR CLEAN AGENT FIRE EXTINGUISHING SYSTEMS	2015 EDITION
UL 300	STANDARD FOR FIRE TESTING OF FIRE EXTINGUISHING SYSTEMS FOR PROTECTION OF COMMERCIAL COOKING EQUIPMENT	2005 (R2010)
UL 464	AUDIBLE SIGNALING DEVICES FOR FIRE ALARM AND SIGNALING SYSTEMS, INCLUDING ACCESSORIES	2003 EDITION
UL 521	STANDARD FOR HEAT DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS	1999 EDITION
UL 1971	STANDARD FOR SIGNALING DEVICES FOR THE HEARING IMPAIRED	2002 EDITION
ICC 300	STANDARD FOR BLEACHERS, FOLDING AND TELESCOPIC SEATING, AND GRANDSTANDS	2012 EDITION
CALIFORNIA REFERENCED STANDARDS CODE CHAPTER 12-7-4 FOR ALL FIRE RATED DOORS		2019 EDITION

FOR A COMPLETE LIST OF APPLICABLE NFPA STANDARDS REFER TO 2019 CBC (SFM) CHAPTER 35 AND 2016 CALIFORNIA FIRE CODE CHAPTER 80.

SEE CALIFORNIA BUILDING CODE, CHAPTER 35, FOR STATE OF CALIFORNIA AMENDMENTS TO THE NFPA STANDARDS.

*ALL PARTS OF THE 2019 CALIFORNIA BUILDING CODE BECOME EFFECTIVE JANUARY 1, 2020

UNIVERSITY TOWERS

AZTEC SHOPS
5505 MONTEZUMA ROAD
SAN DIEGO, CA 92115

PROJECT # 22-S-1060-C

PROJECT DATA

PROPOSED PROJECT:

NUMBER OF STORIES:	9 STORY RESIDENTIAL TOWER [NO CHANGE]
TYPE OF CONSTRUCTION:	TYPE I-B, FULLY SPRINKLERED
ALLOWABLE BUILDING HEIGHTS AND AREAS:	N/A
BUILDING HEIGHT:	EXISTING 84'-10" [NO CHANGE]
BUILDING HEIGHT INCREASE:	N/A
BUILDING AREA:	EXISTING BUILDING: ±11,422 SQ. FT. PER FLOOR (x9 FLOORS) ±102,800 TOTAL SQ. FT. [NO CHANGE]
BUILDING AREA INCREASE:	N/A
PROPOSED GROSS FLOOR AREA:	INTERIOR ONLY: ±415 SQ. FT PER SUITE (18 SUITES x8 FLOORS) ±59,760 TOTAL SQ. FT.
SEISMIC ZONE:	N/A
YEAR BUILDING CONSTRUCTED:	1965
EXISTING USE:	RESIDENTIAL [NO CHANGE]
PROPOSED USE:	RESIDENTIAL
OCCUPANCY CLASSIFICATION:	R-2
OCCUPANT LOAD:	N/A [NO CHANGE]
FIRE SPRINKLER TYPE:	NFPA 13 (WET PIPE SPRINKLER SYSTEM)
FIRE ALARM:	YES (EXISTING)
OTHER FIRE PROTECTION SYSTEM:	NO
SMOKE CONTROL SYSTEM:	NO
HIGH FIRE HAZARD SEVERITY ZONE:	N/A
SEISMIC JOINTS:	NO
EMERGENCY RESPONDER RADIO COVERAGE:	NO
SEPARATED USE:	NO

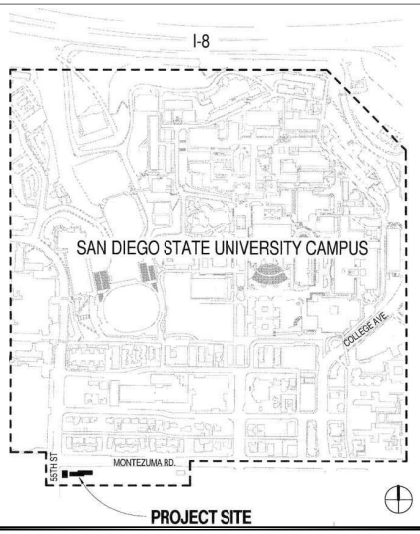
SCOPE OF WORK

UTILITY REPLACEMENT MAINTENANCE PROJECT (FLOORS 2 THRU 9):
- INTENT OF PROJECT IS TO REPLACE DRAINS, WASTE, VENT, CHILLED+HOT WATER SUPPLY HVAC, HOT+COLD DOMESTIC ONLY. NOTE: REPAIR IS AS DECRIBED IN THE CBC SECTION 105.2 PLUMBING ITEM #1 EXCEPT THAT THE WORK IS CONCEALED AT REQUIRES REPLACEMENT; THEREFORE THE WORK IS CONSIDERED NEW WORK AND IS DEMONSTRATED HERE.

- EXISTING INTERIOR 1-HOUR RATED FIRE PARTITIONS (NON-BEARING) TO BE REMOVED AND REPLACED
- EXISTING INTERIOR 2-HOUR RATED FIRE BARRIER SHAFT WALLS TO BE REMOVED AND REPLACED
- EXISTING 1-HOUR RATED FIRE PARTITIONS (NON-BEARING) TO BE REMOVED AND REPLACED ONLY AS NECESSARY TO REPAIR/REPLACE EXISTING PLUMBING PIPING
- EXISTING ELECTRICAL TO BE RELOCATED AS NECESSARY
- EXISTING 24" WIDE 1-HOUR RATED DOORS TO BE REPLACED WITH NEW 26" WIDE 1-HOUR RATED DOORS.
  NOTE: PER THE REQUIREMENTS OF 2019 CBC SECTION 1010.1.1 SIZE OF DOOR. EXCEPTION #1, INDICATES THAT THE MINIMUM AND MAXIMUM DOOR WIDTH SHALL NOT APPLY WHEN THE DOOR OPENINGS ARE NOT PART OF THE REQUIRED MEANS OF EGRESS AND NOT REQUIRED TO BE ACCESSIBLE.

THIS SCOPE OF WORK **DOES NOT** INCLUDE THE FOLLOWING:
1. EXTERIOR / SITE IMPROVEMENTS
2. NEW EXTERIOR SLABS
3. ADDITION OF BUILDING AREA
4. NO FIRE ALARM OR SPRINKLER WORK; ALL SYSTEMS EXISTING TO REMAIN

SITE MAP



INDEX OF DRAWINGS

GENERAL
0001 T0.0 TITLE SHEET

ARCHITECTURAL
0002 A0.0 SITE PLAN
0003 A0.1 FIRE DEPARTMENT ACCESS PLAN
0004 A1.0 DEMOLITION PLAN
0005 A1.1 PROPOSED FLOOR PLAN
0006 A2.0 DETAILS
0007 A2.1 DETAILS

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LICENSED ARCHITECT — RENEWAL 08/31/23 — 34788 — STATE OF CALIFORNIA

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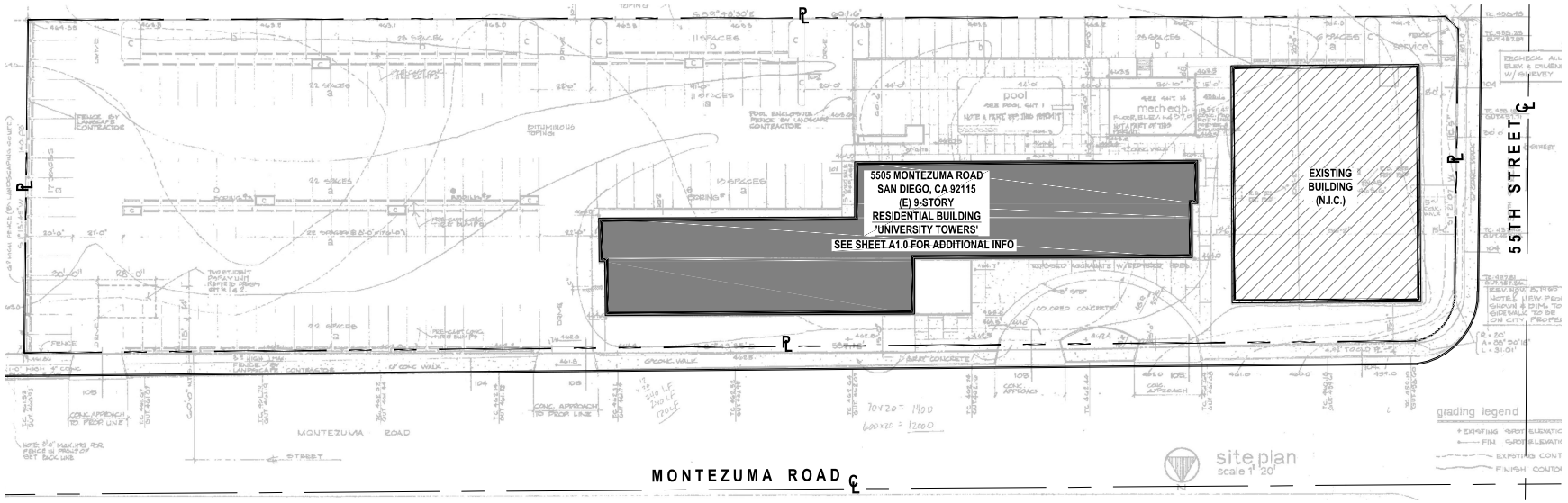
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SFM V1	3/15/22
SFM V2	4/25/22

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Project No. -
Sheet Title: TITLE SHEET
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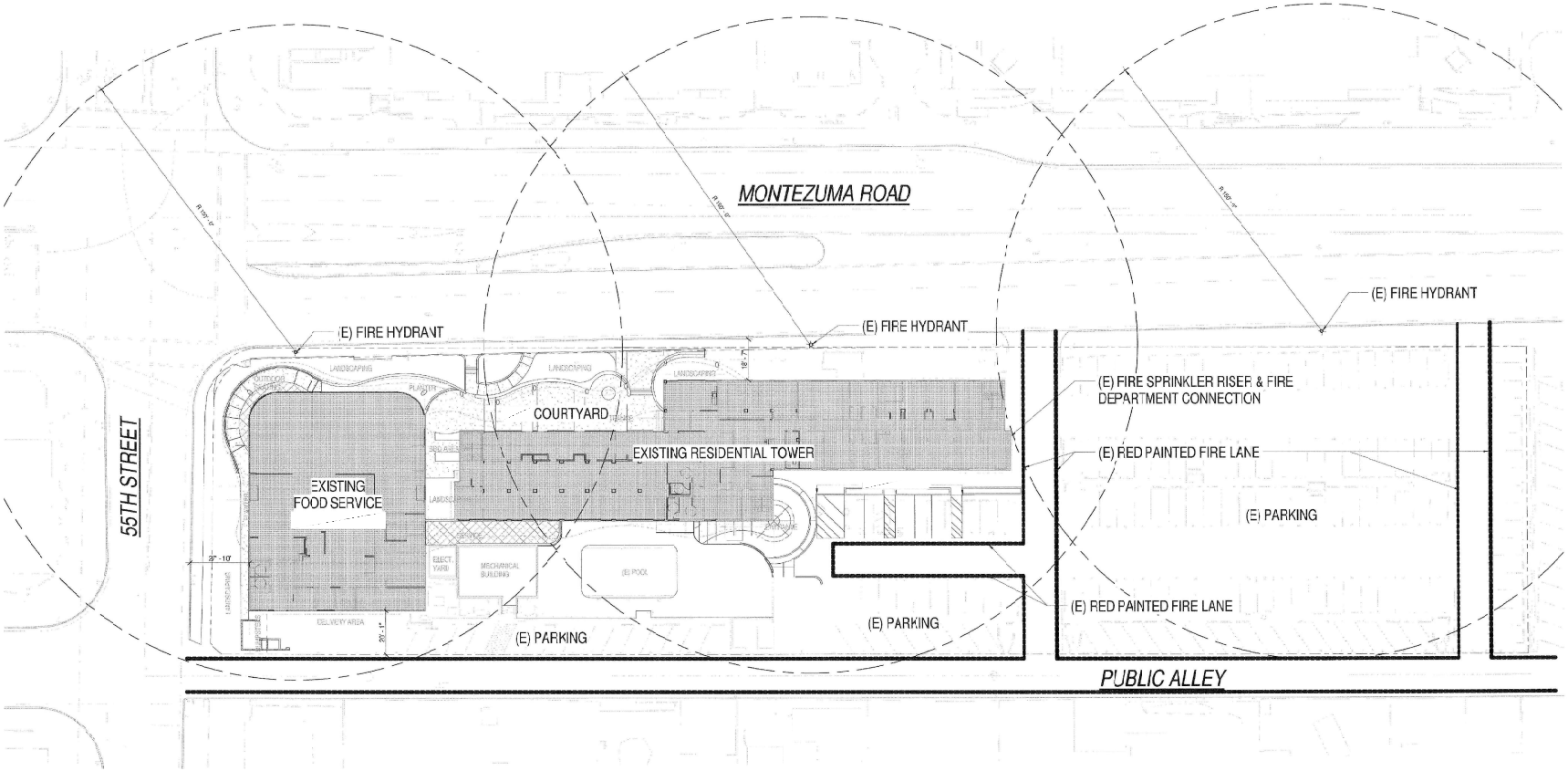
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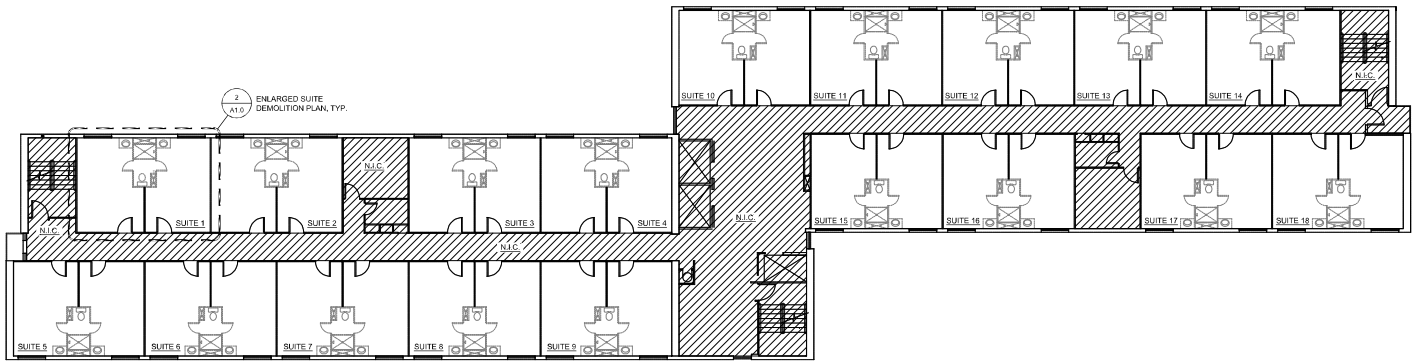
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Sheet Title:

FIRE DEPARTMENT ACCESS PLAN

Sheet No.:

A0.1

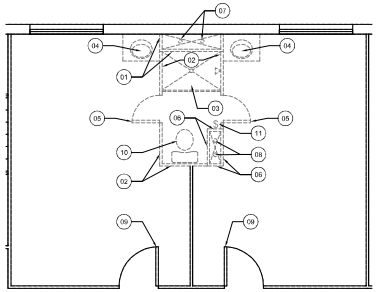
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1 TYPICAL OVERALL DEMOLITION PLAN (2ND THRU 9TH FLOORS)
3/32" = 1'-0"

1ST FLOOR = COMMUNAL USE
8 FLOORS ABOVE = RESIDENTIAL

PLAN NORTH TRUE NORTH



2 TYPICAL SUITE DEMOLITION PLAN
1/4" = 1'-0"
0 1' 2' 4' 8'
PLAN NORTH

DEMO PLAN KEYNOTES

01 DEMO (E) 2-HOUR FIRE BARRIERS AT (E) UTILITY SHAFT TO ACCESS (E) UTILITIES; DEMO (E) COPPER HOT AND COLD WATER SUPPLY LINES
02 DEMO (E) 1-HOUR FIRE RATED PARTITION
03 DEMO (E) SHOWER
04 DEMO (E) VANITY, MIRROR, AND PLUMBING FIXTURES
05 DEMO (E) 24" WIDE, 1-HOUR RATED METAL DOOR AND FRAME
06 DEMO (E) 2-HOUR FIRE BARRIERS AT (E) FIRE RATED UTILITY SHAFT TO ACCESS (E) UTILITIES
07 DEMO (E) COPPER LAVATORY & SHOWER DRAIN, AND VENT LINES
08 DEMO (E) COPPER TOILET DRAIN, WASTE & VENT LINES
09 (E) 1-HOUR RATED DOOR TO REMAIN
10 DEMO (E) WATER CLOSET
11 DEMO (E) LIGHT SWITCH

DEMO PLAN LEGEND

EXISTING WALL TO REMAIN
EXISTING NON-LOAD BEARING WALL TO BE DEMOLISHED

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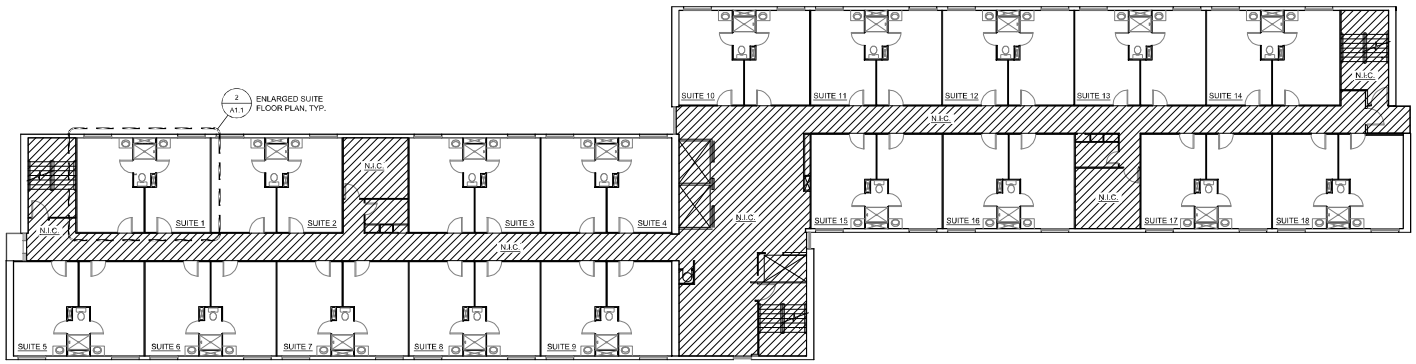
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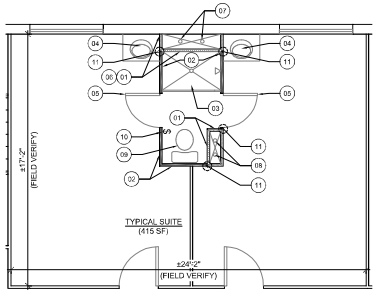
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1 TYPICAL OVERALL FLOOR PLAN (2ND THRU 9TH FLOORS)
3/32" = 1'-0"

1ST FLOOR = COMMUNAL USE
8 FLOORS ABOVE = RESIDENTIAL

PLAN NORTH TRUE NORTH



2 TYPICAL SUITE FLOOR PLAN
1/4" = 1'-0"
PLAN NORTH

FLOOR PLAN KEYNOTES

01 (E) FIRE RATED UTILITY SHAFT; NEW 2-HOUR FIRE RATED BARRIER PER 713.4 WITH SHAFT WALL CONSTRUCTION TO REPLACE EXISTING 2-HOUR RATED FIRE BARRIER

02 NEW 1-HOUR RATED FIRE PARTITION (NON-BEARING) PER 708.1 #1, TO REPLACE EXISTING 1-HOUR FIRE RATED PARTITION

03 (N) SHOWER WITH NEW FINISHES AND PLUMBING FIXTURES PER SDSU DESIGN STANDARDS; TO BE WATERPROOFED WITH "HYDROBLOCK" SYSTEM

04 (N) VANITY, MIRROR, AND PLUMBING FIXTURES "LIKE FOR LIKE"

05 (N) 28" WIDE, 1-HOUR RATED METAL DOOR AND FRAME

06 (N) CPVC OR PEX HOT AND COLD WATER SUPPLY LINES TO REPLACE EXISTING

07 (N) COPPER LAVATORY & SHOWER DRAIN AND VENT TO REPLACE EXISTING

08 (N) COPPER TOILET DRAIN AND VENT TO REPLACE EXISTING

09 (N) WATER CLOSET

10 RELOCATED LIGHT SWITCH

11 **ACOUSTICAL SEALANT**: 3M FIRE BARRIER SILICONE SEALANT 2000+ (UL 2079), AND **FIRE TAPE**: 3M FIRE AND WATER BARRIER TAPE FWBT (UL 2079)
OR EQUAL SHALL BE APPLIED TO PROTECT JOINT BETWEEN 1-HOUR RATED FIRE PARTITION WALL AND 2-HOUR RATED FIRE BARRIER SHAFT WALL, SEE DETAIL 9/A2.1

FLOOR PLAN LEGEND

EXISTING WALL TO REMAIN

NEW 1-HOUR RATED FIRE PARTITION, SEE DETAIL: 1/A2.0

NEW 2-HOUR RATED FIRE BARRIER WITH SHAFT WALL CONSTRUCTION, SEE DETAIL: 1/A2.1

FLOOR PLAN GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A HOT WORK PERMIT AS REQUIRED FOR ANY BRAZING OR SOLDERING OF PIPING.
2. CONTRACTOR TO ENSURE THAT PROTECTIVE MEASURES ARE IN PLACE DURING CONSTRUCTION SINCE PROPOSED WORK REMOVES THE FIRE RATING THEN PROVIDES AN AVENUE OF SMOKE AND FIRE EXTENSION.
3. CONTRACTOR TO PROVIDE A FIRE PREVENTION AND IMPAIRMENT PLAN AS IT PERTAINS TO SCHEDULE OF WORK AND THE EFFECT TO THE RATED ASSEMBLIES.
4. ALL NEW PLUMBING FIXTURES ARE TO BE SIZED AND INSTALLED TO MATCH EXISTING AND IN COMPLIANCE WITH 2019 CBC.

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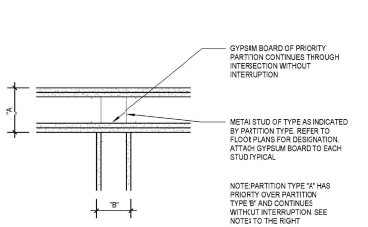
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Sheet No.: A1.1

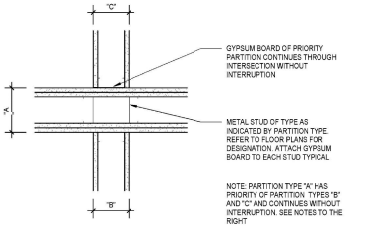
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12 NOT USED
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A THREE-WAY INTERSECTION

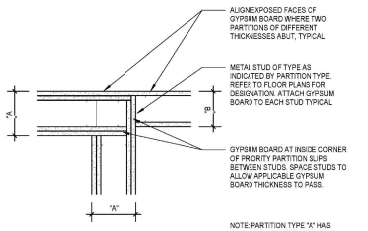


C FOUR-WAY INTERSECTION

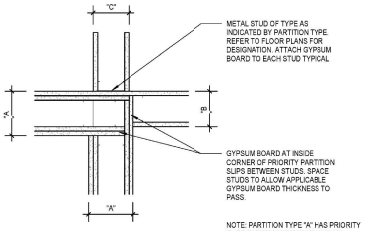
PRIORITY OF PARTITIONS

THE "PRIORITY" OF PARTITIONS OF DIFFERENT TYPES IS DETERMINED AS FOLLOWS:

1. FIRE-RATED PARTITIONS HAVE PRIORITY OVER NON-RATED PARTITIONS
2. PARTITIONS WITH GREATER FIRE-RATINGS HAVE PRIORITY OVER PARTITIONS WITH LESSER FIRE-RATINGS. EXAMPLE: TWO-HOUR RATED PARTITIONS HAVE PRIORITY OVER ONE-HOUR FIRE-RATED PARTITIONS.
3. SMOKE-SEALED PARTITIONS HAVE PRIORITY OVER NON-SMOKE SEALED PARTITIONS OF SIMILAR FIRE-RATING. REFER TO ADDITIONAL COMPONENTS MATRIX ON SHEET AXX FOR REQUIREMENTS

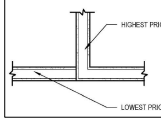


B THREE-WAY INTERSECTION



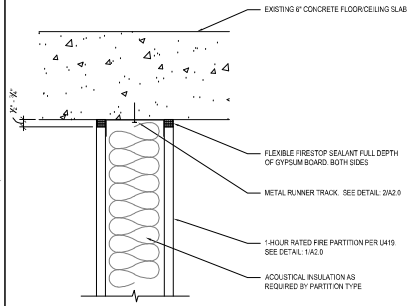
D FOUR-WAY INTERSECTION

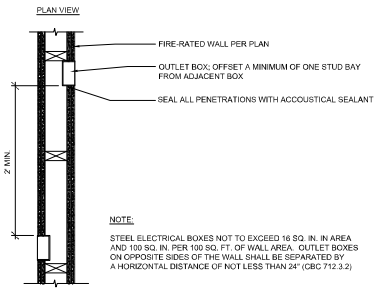
WALL FRAMING PRIORITY LEGEND



TYPE	PRIORITY	RATING
FIRE WALL	PRIORITY 1 (HIGHEST)	4 HOUR
FIRE & SMOKE BARRIER	PRIORITY 2	3 HOUR
FIRE BARRIER	PRIORITY 3	2 HOUR
FIRE PARTITION	PRIORITY 4	1 HOUR
SMOKE PARTITION	PRIORITY 5	1/2 HOUR
NON-RATED WALL	PRIORITY 6 (LOWEST)	NON-RATED

9 TYPICAL FIRE-RATED PARTITION HEAD DETAIL
- 3"=1'-0" AT METAL STUD WALL AND CONCRETE DECK (UL DESIGN NO. HW-D-0083)

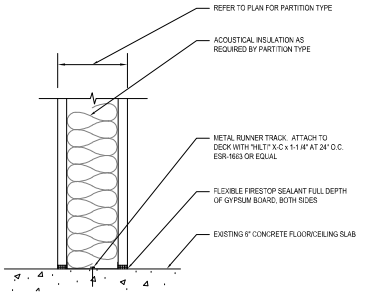


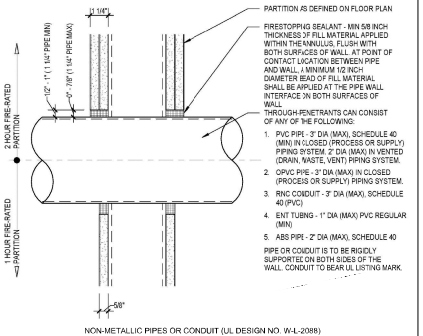


8 FIRE RATED WALL ELECTRICAL PENETRATION
- NOT TO SCALE

7 INTERSECTION FRAMING AND PRIORITY OF PARTITIONS
- NOT TO SCALE

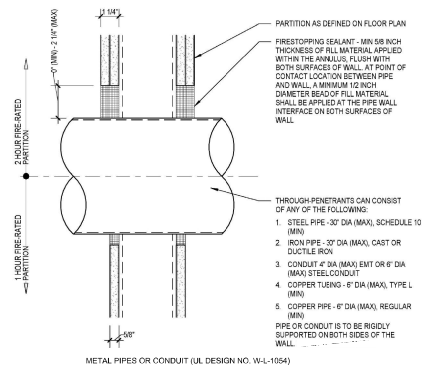
5 TYP. FIRE-RATED PARTITION BASE
- 3"=1'-0" AT 1-HOUR RATED METAL STUD WALL PER U419





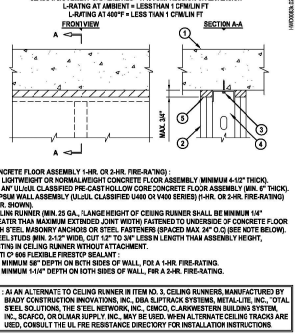
NON-METALLIC PIPES OR CONDUIT (UL DESIGN NO. W-L-2088)

4 THROUGH PENETRATION FIRESTOPPING
- 3"=1'-0" AT 1-HR RATED FIRE PARTITION

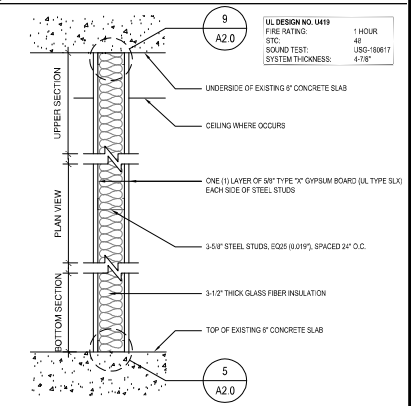


METAL PIPES OR CONDUIT (UL DESIGN NO. W-L-1054)

3 THROUGH PENETRATION FIRESTOPPING
- 3"=1'-0" AT 1-HR RATED FIRE PARTITION



2 HEAD OF 1-HOUR RATED FIRE PARTITION
- NOT TO SCALE (UL HW-D-0083)



1 1-HOUR RATED FIRE PARTITION
- NOT TO SCALE (UL - U419)

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Sheet No.:	A2.0

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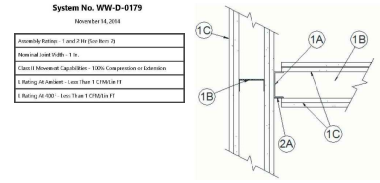
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12 NOT USED
- NOT TO SCALE

11 NOT USED
- NOT TO SCALE

10 NOT USED
- NOT TO SCALE

9 WALL TO WALL JOINT DETAIL
- NOT TO SCALE (UL WW-D-0179)



1. **Wall Assembly** — The 1 or 2 hr fire-rated gypsum board/steel stud wall assembly shall be constructed of the materials and in the manner specified in the individual U400, V400 or W400 Series Wall and Partition Design in the UL Fire Resistance Directory and shall include the following construction features:
   A. **Steel Runners** — Steel runners shall consist of min 25 gauge galv steel channels sized to accommodate steel studs (Item 1B). Length of flanges to equal fully extended width of joint plus 1/4 in. Steel runner secured to steel runner of adjacent wall (Item 1) using two No. 8 self-drilling, self-tapping steel screws spaced 24 in. (610 mm) OC.

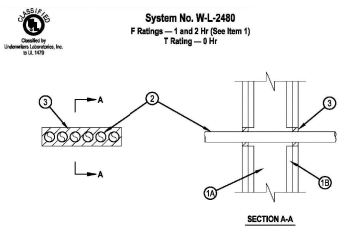
   B. **Studs** — Steel studs to be min 3-1/2 in. (89 mm) wide. Studs cut 1 in. (25 mm) less in length than the assembly height with the bottom resting in and resting on floor runner and with the top resting in the ceiling runner without attachment. First stud adjacent to the wall assembly (Item 1) to be located max 4 in. (102 mm) from the surface of the wall. Stud spacing not to exceed 24 in. (610 mm) OC.

   C. **Gypsum Board*** — Gypsum board sheets installed to a min total thickness of 5/8 in. (16 mm) and 1-1/4 in. (32 mm) on each side of wall for 1 and 2 hr fire rated assemblies, respectively. Wall to be constructed as specified in the individual Wall and Partition Design in the UL Fire Resistance Directory, except that a max 3/4 in. (19 mm) gap shall be maintained between the side of gypsum board and face of concrete wall assembly. The screws attaching the gypsum board to the floor stud shall be located 1 in. (102 mm) from the face of concrete wall assembly. Gypsum board not attached to side runner.
   The hourly ratings of the joint system are equal to the hourly rating of the gypsum wall assembly.

2. **Joint System** — Max. separation between gypsum board of the perpendicular wall assembly and the abutting wall assembly of 1 in. (25 mm). The joint system is designed to accommodate a max 100 percent compression or extension from its installed width. The joint system consists of the following:
   A. **Fill, Void or Cavity Material*** — Factory-supplied intumescent gasket installed and nominally centered over the steel runner (Item 2A) prior to attachment to wall assembly (Item 1). Gypsum wallboard layers (Items 1C) to be installed on both sides of the wall maintaining a minimum 1/8 in. (3 mm) overlap over the intumescent paper profile at time of installation.
   SPECIFIED TECHNOLOGIES INC — Specified Fire Track Top Gasket

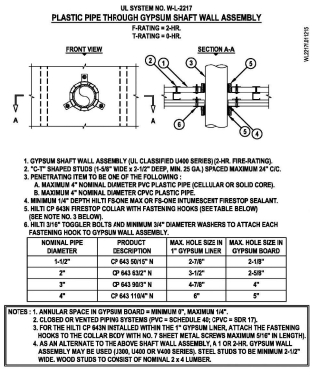
8 NOT USED
- NOT TO SCALE

7 THROUGH PENETRATION FIRESTOPPING
- NOT TO SCALE (UL W-L-2480)



1. Wall Assembly — The 1 or 2 hr fire rated gypsum board/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300, U400, V400 or W400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:
   A. Studs — Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced max 16 in. (406 mm) OC. Steel studs to be min 3-1/2 in. (89 mm) wide and spaced max 24 in. (610 mm) OC.
   B. Gypsum Board* — One or two layers of gypsum board, as specified in the individual Wall and Partition Design. Max area of opening 17 in. (110 cm2) with a max dimension of 8-1/2 in. (102 mm).
   The hourly F Rating of the firestop system is equal to the hourly rating of the wall assembly in which it is installed.
2. Crosslinked Polyethylene (PEX) Tubing — Max six nom 1 in. (25 mm) diam (or smaller) SDR 9 PEX tubing for use in closed (process or supply) piping systems, installed either concentrically or eccentrically within the firestop system. The annular space between the tubing and the edge of the opening shall be min 1/4 in. (6 mm) to max 1 in. (25 mm). Separation between tubes shall be min 1/4 in. (6 mm). Tubing to be rigidly supported on both sides of wall assembly.
3. Fill, Void or Cavity Materials* — Sealant — Min 5/8 in. (16 mm) thickness of thickness of sealant applied within annular space, flush with both surfaces of wall.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE Sealant or FS-ONE MAX Intumescent Sealant
* Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

6 THROUGH PENETRATION FIRESTOPPING
- NOT TO SCALE (UL W-L-2217)

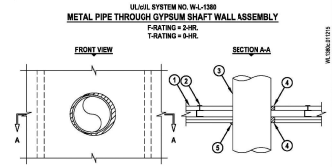


1. GYPSUM SHAFT WALL ASSEMBLY (UL CLASSIFIED U400 SERIES) (2-HR. FIRE-RATING).
2. "C-T" SHAPED STUDS (1-5/8" WIDE x 2-1/2" DEEP, MIN. 25 GA.) SPACED MAXIMUM 24" C/C.
3. PENETRATING ITEM TO BE ONE OF THE FOLLOWING :
   A. MAXIMUM 4" NOMINAL DIAMETER PVC PLASTIC PIPE (CELLULAR OR SOLID CORE).
   B. MAXIMUM 4" NOMINAL DIAMETER CPVC PLASTIC PIPE.
4. MINIMUM 1/4" DEPTH HILTI FS-ONE MAX OR FS-ONE INTUMESCENT FIRESTOP SEALANT.
5. HILTI CP 643N FIRESTOP COLLAR WITH FASTENING HOOKS (SEETABLE BELOW) (SEE NOTE NO. 3 BELOW).
6. HILTI 3/16" TOGGLER BOLTS AND MINIMUM 3/4" DIAMETER WASHERS TO ATTACH EACH FASTENING HOOK TO GYPSUM WALL ASSEMBLY.

NOMINAL PIPE DIAMETER	PRODUCT DESCRIPTION	MAX. HOLE SIZE IN 1" GYPSUM LINER	MAX. HOLE SIZE IN GYPSUM BOARD
1-1/2"	CP 643 50/15" N	2-7/8"	3-1/8"
2"	CP 643 63/2" N	3-1/2"	3-5/8"
3"	CP 643 90/3" N	4-7/8"	4"
4"	CP 643 110/4" N	6"	5"

NOTES : 1. ANNULAR SPACE IN GYPSUM BOARD = MINIMUM 0", MAXIMUM 1/4".
2. CLOSED OR VENTED PIPING SYSTEMS (PVC = SCHEDULE 40; CPVC = SDR 17).
3. FOR THE HILTI CP 643N INSTALLED WITHIN THE 1" GYPSUM LINER, ATTACH THE FASTENING HOOKS TO THE COLLAR BODY WITH NO. 7 SHEET METAL SCREWS MAXIMUM 5/16" IN LENGTH).
4. AS AN ALTERNATE TO THE ABOVE SHAFT WALL ASSEMBLY, A 1 OR 2-HR. GYPSUM WALL ASSEMBLY MAY BE USED (U309, U400 OR V400 SERIES), STEEL STUDS TO BE MINIMUM 2-1/2" WIDE. WOOD STUDS TO CONSIST OF NOMINAL 2 x 4 LUMBER.

5 THROUGH PENETRATION FIRESTOPPING
- NOT TO SCALE (UL W-L-1380)

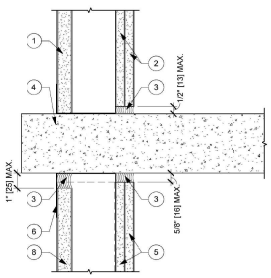


1. GYPSUM SHAFT WALL ASSEMBLY (UL/cUL CLASSIFIED U406 OR V400 SERIES) (2-HR. FIRE-RATING).
2. "C-T" OR "C-H" SHAPED STEEL STUDS (MINIMUM 1-1/2" DEEP x 2-1/2" WIDE, MIN. 25 GA.) SPACED MAXIMUM 24" C/C.
3. PENETRATING ITEM TO BE ONE OF THE "OLLOWING :
   A. MAXIMUM 8" NOMINAL DIAMETER STEEL PIPE (SCHEDULE 10 OR HEAVIER).
   B. MAXIMUM 8" NOMINAL DIAMETER DIAMETER CAST OR DUCTILE IRON PIPE.
   C. MAXIMUM 6" NOMINAL DIAMETER COPPER PIPE OR TUBING.
   D. MAXIMUM 6" NOMINAL DIAMETER STEEL CONDUIT.
   E. MAXIMUM 4" NOMINAL DIAMETER EMT.
4. MINIMUM 1" DEPTH HILTI FS-ONE MAX OR FS-ONE INTUMESCENT FIRESTOP SEALANT FLUSH WITH EACH SURFACE OF WALL ASSEMBLY.
5. MINIMUM 1/2" BEAD HILTI FS-ONE MAX OR FS-ONE INTUMESCENT FIRES"OP SEALANT APPLIED AT POINT OF CONTACT ON FINISHED SIDE OF SHAFT WALL.

NOTES : 1. MAXIMUM DIAMETER OF OPENING = 9-1/2".
2. ANNULAR SPACE = MINIMUM 0", MAXIMUM 7/8".

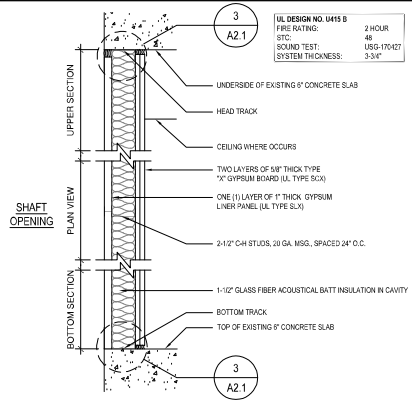
4 NOT USED
- NOT TO SCALE

3 HEAD OF 2-HR FIRE BARRIER SHAFT WALL (UL HW-D-0603)
- 3"=1'-0"



DETAIL NOTES - HEAD OF SHAFT WALL - J2131 R1	
1	USG SHEETROCK® BRAND GYPSUM LINER
2	USG SHEETROCK® BRAND FIRECODE® X PANELS
3	COMPLETELY FILL GAP ABOVE GYPSUM PANELS WITH USG SHEETROCK® BRAND ACOUSTICAL OR SMOKE-SOUND SEALANT
4	STRUCTURAL SLAB
5	USG SHEETROCK® BRAND FIRECODE® X PANELS, CUT 5/8" FROM TOP OF PARTITION MAX.
6	J-RUNNER
8	USG SHEETROCK® BRAND GYPSUM LINER PANELS, CUT TOP OF PANEL 1" LESS THAN FLOOR-TO-CEILING HEIGHT
9	Z-CLIPS
10	STEEL BEAM WITH FIRE PROOFING
11	STEEL PLATE
12	STEEL STRAP 2"
13	MINERAL WOOL INSULATION
14	UNDERSIDE OF STRUCTURAL SLAB
15	CONTINUOUS 20 GAUGE ANGLE
16	USG SHEETROCK® BRAND FIRECODE® X PANELS, CUT 5/8" FROM UNDERSIDE OF PROTECTED S"EEL PLATE
17	USG SHEETROCK® BRAND FIRECODE® X PANELS, CUT 5/8 MAX. LESS FLOOR-TO-BEAM HEIGHT
18	USG SHEETROCK® BRAND FIRECODE® X PANELS INSTALL FLUSH TO UNDERSIDE OF STRUCTURAL SLAB

1 2-HOUR RATED FIRE BARRIER SHAFT WALL
- NOT TO SCALE (UL - U415 B)



LICENSED PROFESSIONAL STAMP



OSFM APPROVAL STAMP

OFFICE OF THE STATE FIRE MARSHAL
APPROVED FIRE AND PANIC ONLY



Approval of this plan does not authorize or approve any omission or deviation from applicable requirements. Final approval is subject to field inspection. One set of approved plans shall be available on the project site at all times.

arch5design
2825 Dewey Road
Bldg 202, Unit 207
San Diego, CA 92106
Phone: 619.376.0092

UNIVERSITY TOWERS
UTILITY REPLACEMENT
MAINTENANCE PROJECT
5505 MONTEZUMA ROAD
SAN DIEGO, CA 92115

REVISIONS

DESCRIPTION	DATE
SPM V1	3/15/22
SPM V2	4/25/22

Bid Issue Date:	TBD
Date:	4/25/22
Scale:	AS NOTED
Project No.	-
Sheet Title:	DETAILS
Sheet No.:	A2.1

V2

Any reproduction of these drawings is prohibited without written consent of Arch5 Design Studio. All dimensions and conditions on job site shall be verified prior to beginning of construction and shall immediately report any and all discrepancies to Designer.

DM CONSTRUCTION & CONCRETE INC
14875Oak Creek Road
El Cajon, CA 92021
(619) 964-4328
Lic. # 873869

REQUEST FOR INFORMATION

RFI #: 1 DATE: 07/10/2023
JOB NUMBER: JOB NAME: University Towers Utility Replacement Maintenance

SUBJECT / DESCRIPTION: Clarification regarding the modification from a 2-hr separation to a 1-hr separation between the suites and the bathroom

ATTN: Steve Owston COMPANY: Aztec Shops
PHONE: FAX:
FROM: Daniel Morrin COMPANY: DM Construction & Concrete, Inc.

REFRENCE DRAWING: University Towers Utility Replacement Maintenance

QUESTION / INFORMATION NEEDED:

Clarification regarding the modification from a 2-hr separation toa 1-hr separation between the suites and the bathroom.

a. This is based on observations during demolition that the areabehind the shower is actually a chase and not a shaft. Given the project proposes to provide penetration protection at the chase floor and ceiling, shaft requirements which necessitate a 2-hr rating are no longer required.
b. Accordingly, the applicable code requires a 1-hr separation between the suite and bathroom, which is being provided.

RESPONSE:

Office of the State Fire Marshal
Reviewed, No Exception Taken
Date: 7/17/2023
Jeffry Bailey, Supervising DSFM II

RESPONSE FROM: RESPONSE DATE:

DM CONSTRUCTION & CONCRETE INC
14875Oak Creek Road
El Cajon, CA 92021
(619) 964-4328
Lic. # 873869

REQUEST FOR INFORMATION

RFI #: 2 DATE: 07/10/2023
JOB NUMBER: JOB NAME: University Towers Utility Replacement Maintenance

SUBJECT / DESCRIPTION: Clarification regarding the application of the California Existing Building Code, to require only a fire damper at the exhaust location

ATTN: Steve Owston COMPANY: Aztec Shops
PHONE: FAX:
FROM: Daniel Morrin COMPANY: DM Construction & Concrete, Inc.

REFRENCE DRAWING: University Towers Utility Replacement Maintenance

QUESTION / INFORMATION NEEDED:

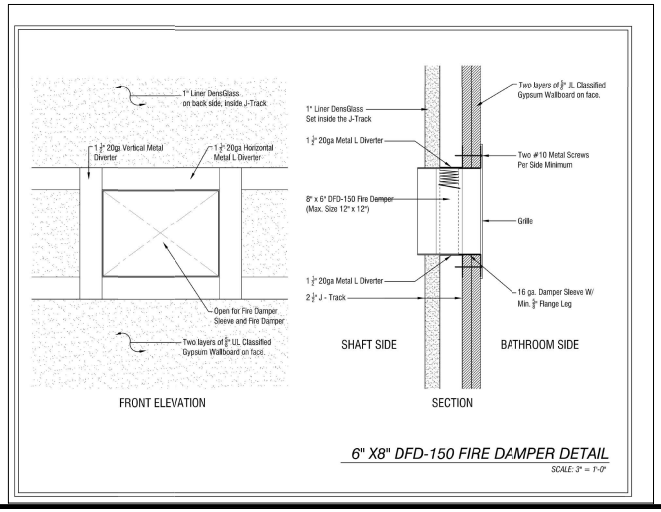
2. Clarification regarding the application of the California Existing Building Code, to require only a fire damper at the exhaust location. The RFI also includes the proposed detail intended to satisfy the requirement.

a. This is based on our discussion of "new" vs "repair". Given we propose to "repair and replace" fire-rated separations, as opposed to providing "new" construction, we believe the California Existing Building Code governs the scope of work.
b. Accordingly, the CEBC refers to the code of record (UBC), which requires replacement of the existing fire damper at the exhaust vent, only. No other requirements are considered to apply.
c. The RFI response will include the detail we developed to close things out.

RESPONSE:

Office of the State Fire Marshal
Reviewed, No Exception Taken
Date: 7/17/2023
Jeffry Bailey, Supervising DSFM II

RESPONSE FROM: RESPONSE DATE:



6" X8" DFD-150 FIRE DAMPER DETAIL
SCALE: 3" = 1'-0"

GREENHECK
Building Value in Air.

Printed Date: 06/08/2023
Job: SDSU University Towers
Mark: FD
Model: DFD-150

DFD-150 1 1/2 hour dynamic rated fire damper

APPLICATION & DESIGN

Model DFD-150 is approved for use in walls, floors and partitions with fire resistance ratings less than 3 hours. UL 555 classifies dynamic rated fire dampers for use in HVAC systemsthat are operational in the event of fire

DAMPER RATINGS

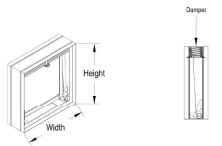
Fire Rating:	1 1/2 hours
Dynamic Closure Rating Maximum Velocity:	4,000 ft/min vertical mount only, upto 24 in. x 24 in.; 2,000 ft/min vertical or horizontal mount on all sizes
MaximumPressure:	4 in. wg

PRODUCT DETAILS

Frame:	Galvanized Steel
Frame Depth:	3.6in
Blade:	Galvanized Steel
Closure Device:	Fusible Link
Closure Temp:	165 F
Velocity:	2,000 ft/min
Sizing:	Nominal

OPTIONS & ACCESSORIES

Transition:	A
Union Label:	NoPreference



- Tiny drawing shows a general damper configuration and is not intended to depict the exact configuration of the actual damper.
- Damper is furnished approximately 0.250 in. undersize.
- Access doors that are smaller than 12.000 in. x 12.000 in. supplied on dampers with internal actuators or fusible links are intended for visual inspection.
- Installation instructions available at www.greenheck.com.

CODES APPROVED

This model meets the requirements for fire dampers established by:
- UL Classified (U.S. and Canada) Standard UL 555 (Listing #R13317)
- National Fire Protection Association NFPA Standard 80,90A & 101
- IBC: International Building Codes
- California State Fire Marshal: CSFM listing # 3225-981:102

SUMMARY

ID #	TAG	QTY	WIDTH	HEIGHT	CONFIGURATION			
					Sections Wide:	Sections High:	Blade Stack:	Mounting:
3-1	FD	6	8.000 in.	6.000 in.	1	1	1.020 in.	Vertical

CAPS 4.41.1100
V:\Jobs\Projects Awarded\SDSU University Towers FDs\Design\SDSU University Towers.gfcj
Generated by: jpdkins@nswcsd.com
Page 1 of 1

COFFMAN ENGINEERS

June 27, 2023

Derek Grant
General Manager – Construction and Facilities
San Diego State University
Aztec Shops, LTD

Project: SDSU University Towers
Aztec Shops
5505 Montezuma Road
San Diego, CA 92115
Project #22-0-1060-C

Subject: DFD-150 Damper Installation Detail Review Letter.

Coffman Engineers, Inc. (Coffman) has reviewed the detail titled "6" X 8" DFD-150 Fire Damper Detail", which is attached to this letter. The detail was created to depict specific attachment conditions between the proposed damper and damper framing within the 2-hr fire-resistance rated fire barrier assemblies, specific to the SDSU University Towers project.

Coffman has reviewed the detail in the context of the manufacturer's installation requirements, including supplements. The following Greenheck documents were referenced as part of the review:

- Document 481324 – Installation, Operation and Maintenance Manual (for DFD curtain fire dampers).
- Document 462100 – Metal Stud Framing for Fire Dampers in Cavity Shaftwall Partitions (for DFD series of curtain fire dampers).
- Document 463622 – Grille Installation (for DFD series of curtain fire dampers).

Based on our review, the following is proposed:

- The fire damper detail in "6" X 8" DFD-150 Fire Damper Detail" illustrates a damper attachment arrangement that meets the intent of the installation instructions provided by the manufacturer.

Please contact our office if there are any questions with this letter.

Sincerely,
COFFMAN ENGINEERS, INC.

David Philips, P.E.
Senior Discipline Engineer
Fire Protection Engineering

1455 Frazee Road, Suite 600 | San Diego, CA 92108
Phone 619.232.4673
www.coffman.com

LICENSED PROFESSIONAL STAMP

LICENSED ARCHITECT — JOSEPH ST. PIERRE — 34788 — STATE OF CALIFORNIA

OSFM APPROVAL STAMP

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Phone: 619.546.9670

UNIVERSITY TOWERS
UTILITY REPLACEMENT MAINTENANCE PROJECT
5505 MONTEZUMA ROAD
SAN DIEGO, CA 92115

REVISIONS

DESCRIPTION	DATE
SPM V1	3/15/22
SPM V2	4/25/22
SPM V3	7/5/23

Bid Issue Date: TBD
Date: 7/5/23
Scale: AS NOTED
Project No. –
Sheet Title:

FIRE DAMPER & APPROVED RFIs

Sheet No.:

A4.0

V3