

June 6, 2016

ADDENDUM NO. 1

TO THE CONTRACT DOCUMENTS

FOR

CAJON HIGH SCHOOL - THEATER RENOVATION

FOR THE

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 North F Street
San Bernardino, CA 92410

DSA No. 04-114799 File No. 36-H7

NOTICE TO BIDDERS

This Addendum forms a part of the Contract and modifies the original documents dated April 2016. It is intended that all work affected by the following modifications shall conform with related provisions and general conditions of the contract of the original drawings and specifications. Modify the following items wherever appearing in any drawing or sections of the specifications. Acknowledge receipt of Addendum No. 1 in the space provided on the Bid Form. Failure to do so may subject bidder to disqualification.

CHANGES TO THE SPECIFICATIONS

- Item No. 1.1 Reference Division 00 and 01 Specifications:
- 1.1.1 Add attached Division 00 and 01 in their entirety per the attached. Changes include but are not limited to the following:
- a. The following sections are replaced in their entirety per attached:
00 01 10, 01 10 00, 01 20 00, 01 30 00, 01 31 14 (new title), 01 32 16, 01 40 00, 01 45 33, 01 50 00, 01 57 21, 01 60 00, 01 61 16, 01 70 00, 01 78 00,
 - b. The following sections are deleted in their entirety:
01 41 00, 01 51 00, 01 52 13, 01 55 00, 01 58 13
 - c. The following sections are added in their entirety:
01 35 16, 01 35 50, 01 52 00, 01 71 23, 01 73 29, 01 73 56, 01 74 19, 01 77 00, 01 78 36
 - d. Division 01 sections not referenced in this addendum are unchanged and remain a part of the contract requirements.
 - e. Reference revised Section 01 10 00, Paragraph 1.08.D, contractor is to limit especially noisy work to Vacation Non-Student Days. District 2016-2017 calendar is attached for bidder reference.

ATTACHMENTS

General	SBCUSD 2016-2016 Traditional School Calendar
Specifications	
Division 00	Notice Inviting Bids, Instructions to Bidders, Bid Cover Sheet, Bid Form, Non-Collusion Declaration to Be Executed by Bidder and Submitted With Bid, Site Visit Certification, Certification of Compliance with DVBE Policy, Designation of Subcontractors, Bid Bond Form, Bidder References & Responsibility Information, Contractor's Certificate Regarding Worker's Compensation, Acknowledgement of Bidding Practices Regarding Indemnity, Agreement, Contractor's Certificate Regarding Workers' Compensation Form, Insurance Documents and Endorsements, Contractor's Certificate Regarding Drug-Free Workplace, Contractor's Certificate Regarding Alcoholic Beverage

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ARCHITECTS PLANNERS

and Tobacco-Free Campus Policy, Disabled Veteran Business Enterprise (DVBE) Participation Statement, Payment Bond, Performance Bond, Prime/General Contractor Information, W-9 Form, Vendor Application, Certification of Non-Utilization of Asbestos Material, Contractor Prevailing Wage Compliance Certification, Guarantee, Contractor's Certification Regarding Background Checks, Escrow Agreement for Security Deposits in Lieu of Retention, Disabled Veteran Business Enterprise (DVBE) Contractor Close-Out Statement

Division 01

01 01 10, 01 10 00, 01 20 00, 01 30 00, 01 30 00.01, 01 31 13, 01 31 14, 01 32 16, 01 35 16, 01 35 50, 01 35 53, 01 40 00, 01 42 19, 01 45 33, 01 50 00, 01 52 00, 01 57 21, 01 60 00, 01 61 16, 01 70 00, 01 71 23, 01 73 29, 01 73 56, 01 74 19, 01 77 00, 01 78 00, 01 78 36, 01 79 00

END OF ADDENDUM NO. 1













Roger Clarke, Principal
#C-21340



SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

2016-2017 Traditional School Calendar/Calendario de año tradicional para 2016-2017

JULY 2016							AUGUST 2016							SEPTEMBER 2016							OCTOBER 2016						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
					1	2		1	2	3	4	5	6					1	2	3							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
24	25	26	27	28	T	T	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
31														30							30	31					
NOVEMBER 2016							DECEMBER 2016							JANUARY 2017							FEBRUARY 2017						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5				1	2	3		1	2	3	4	5	6	7			1	2	3	4	
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28				
MARCH 2017							APRIL 2017							MAY 2017							JUNE 2017						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4							1		1	2	3	4	5	6					1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	

-  Traditional
Tradicional
-  Holiday
Día feriado
-  Vacation/Non-Student Day
Vacaciones/fuera de sesión
-  Teacher Work Day/
Día de trabajo para maestros
-  Teacher Work Day - Elementary
Día de trabajo para maestros -
primaria
-  Teacher Work Day - Middle/High School
Día de trabajo para maestros -
secundaria/preparatoria
-  Full Day-Elementary
and Middle Schools
Día completo – escuelas primarias
y secundarias
-  Final Exams-High Schools Only
Minimum Days
Exámenes finales-preparatorias
únicamente/días mínimos
-  Minimum days-All Students
Día mínimos-Todos los alumnos
-  Minimum days-All Students/
High School Finals
Día mínimos-Todos los alumnos/
exámenes finales de preparatoria
-  Elementary Parent/
Teacher Conferences
Conferencias entre padres/
maestros para primarias
-  Full day for all other students
Día completo para los demás
alumnos

9/5/16..... Labor Day/Día del Trabajador

11/11/16 Veterans Day/Día de los Veteranos de Guerra

11/21/16 - 11/25/16 Thanksgiving Recess/Receso del Día de Acción de Gracias

12/16/16 - 1/6/17 Christmas/Winter Recess/Navidad/Receso Invernal

1/16/17..... Dr. Martin Luther King Jr. Day/Día del Dr. Martin Luther King

2/13/17..... Abraham Lincoln's Birthday (Observed)
Cumpleaños de Abraham Lincoln (observado)

2/20/17..... George Washington's Birthday (Observed)
Cumpleaños de George Washington (observado)

3/20/17 - 3/31/17 Spring Recess/Receso primaveral

5/29/17..... Memorial Day/Día del Soldado Caído en Guerra

6/1/17..... Last Day of School (Graduation)/Último día de clases (Graduación)

SECTION 00 01 10
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PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 -- INTRODUCTORY DOCUMENTS

00 01 01 - Project Title Page
00 01 05 - Project Directory
00 01 10 - Table of Contents
00 31 00 - Available Project Information

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

Notice Inviting Bids
Instructions to Bidders
Bid Cover Sheet
Bid Form
Bid Attachments
 Non-Collusion Declaration To Be Executed By Bidder And Submitted with Bid
 Site Visit Certification
 Certification of Compliance with DVBE Policy
 Designation of Subcontractors
 Bid Bond Form
 Bidder References & Responsibility Information
 Contractor's Certificate Regarding Workers' Compensation
 Acknowledgement of Bidding Practices Regarding Indemnity
Agreement
Agreement Attachments
 Contractor's Certificate Regarding Workers' Compensation Form
 Insurance Documents and Endorsements
 Contractor's Certificate Regarding Drug-Free Workplace
 Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
 Disabled Veteran Business Enterprise (DVBE) Participation Statement
 Payment Bond
 Performance Bond
 Prime/General Contractor Information
 W-9 Form
 Vendor Application
 Certification of Non-Utilization of Asbestos Material

Contractor Prevailing Wage Compliance Certification
Guarantee
Contractor's Certification Regarding Background Checks
Escrow Agreement for Security Deposits in Lieu of Retention (Optional)
Disabled Veteran Business Enterprise (DVBE) Contractor Close-Out Statement
General Conditions
Supplementary General Conditions

SPECIFICATIONS

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01 20 00 - Price and Payment Procedures
01 30 00 - Administrative Requirements
 01 30 00.01 - Request for Bid Information
01 31 13 - Facility Services Coordination
01 31 14 - Labor Compliance Program (LCP) Coordination
01 32 16 - Construction Progress Schedule
01 35 16 - Alteration Project Procedures
01 35 50 - Requests for Electronic Files
01 35 53 - Security Procedures
01 40 00 - Quality Requirements
01 42 19 - Reference Standards
01 45 33 - Code-Required Special Inspections
01 50 00 - Temporary Facilities and Controls
01 52 00 - Construction Facilities
01 57 21 - Indoor Air Quality Controls
01 60 00 - Product Requirements
 01 60 00.01 - Request for Substitution Form
01 61 16 - Volatile Organic Compound (VOC) Content Restrictions
 01 61 16.01 - Accessory Material VOC Content Certification Form
01 70 00 - Execution and Closeout Requirements
01 71 23 - Field Engineering
01 73 29 - Cutting and Patching
01 73 56 - Alteration and Modernization Execution Procedures
01 74 19 - Construction Waste Management and Disposal
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- 01 77 00 - Closeout Procedures
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DIVISION 04 -- MASONRY

- 04 05 11 - Mortar and Masonry Grout
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- 05 31 00 - Steel Decking
- 05 40 00 - Cold-Formed Metal Framing
- 05 50 00 - Metal Fabrications
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09 30 00 - Tiling
09 51 00 - Acoustical Ceilings
09 65 00 - Resilient Flooring
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- 23 05 93 - Testing, Adjusting, and Balancing for HVAC

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23 07 19 - HVAC Piping Insulation
23 23 00 - Refrigerant Piping
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Bid Cover Sheet

Bid Form

BID ATTACHMENTS:

- 1 Non-Collusion Declaration To Be Executed By Bidder And Submitted With Bid
- 2 Site Visit Certification
- 3 Certification of Compliance with DVBE Policy
- 4 Designation of Subcontractors
- 5 Bid Bond Form
- 6 Bidder References & Responsibility Information
- 7 Contractor's Certificate Regarding Workers' Compensation
- 8 Acknowledgement of Bidding Practices Regarding Indemnity

AGREEMENT

AGREEMENT ATTACHMENTS:

- 1 Contractor's Certificate Regarding Workers' Compensation Form
- 2 Insurance Documents and Endorsements
- 3 Contractor's Certificate Regarding Drug-Free Workplace
- 4 Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- 5 Disabled Veteran Business Enterprise (DVBE) Participation Statement
- 6 Payment Bond
- 7 Performance Bond
- 8 Prime/General Contractor Information
- 9 W-9 Form
- 10 Vendor Application
- 11 Certification of Non-Utilization of Asbestos Material
- 12 Contractor Prevailing Wage Compliance Certification
- 13 Guarantee
- 14 Contractor's Certification Regarding Background Checks
- 15 Escrow Agreement for Security Deposits in Lieu of Retention (Optional)
- 16 Disabled Veteran Business Enterprise (DVBE) Contractor Close-Out Statement

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District ("DISTRICT") invites sealed bids for Bid No. F16-04 Cajon Theatre Renovation at Cajon High School.

SUBMITTAL OF BIDS: All bids shall be made on the Bid Forms furnished by the District. Bid Forms, together with all required attachments to the Bid Forms, shall be delivered to the DISTRICT in a sealed envelope with a copy of the completed required bid cover sheet affixed to the outside of the envelope and placed in the Bid Box in the Lobby of the San Bernardino City Unified School District Board of Education Administration Building ("BOE"). The Bids are due at 10:00am on Thursday, June 16, 2016.

Bid forms received by the stipulated times will be promptly opened in public and read aloud immediately after sealed envelopes are collected at the time, date, and location stated above in the Community Room. Bid Forms or Attachments thereto received after the stipulated time will be rejected and returned to Bidders unopened. Each Bid shall be accompanied by a cashier's check made payable to the San Bernardino City Unified School District, or a satisfactory bid bond in favor of the DISTRICT, executed by the Bidder as principal and a California admitted surety company as Surety, in an amount not less than ten percent (10%) of the Base Bid submitted by the Bidder.

BID AND CONTRACT DOCUMENTS: The full notice inviting Bids, Bid documents and contract documents may be viewed and ordered through C2 Reprographics PlanWell Service online by clicking on 'PUBLIC PLANROOM' at www.c2repro.com after Thursday, May 19, 2016. There is a refundable deposit of One Hundred dollars (\$100.00) for each set of drawings and specifications, upon payment by cashier's or company check made payable to San Bernardino City Unified School District. Prospective Bidders may secure up to two bid sets. Eligible deposits will be refunded upon return of said documents to C2 Reprographics in good acceptable condition within five (5) business days after bids are opened. Bidders in need of more than two sets of bid documents may purchase at their own cost based on C2's current rates at that time.

C2 Reprographics
3180 Pullman Street
Costa Mesa, CA 92626
Phone: (866) 632-8329
Public Plan Room: www.c2repro.com

Bid documents will be available at C2 Reprographics for viewing after Thursday, May 19, 2016. Bid documents will also be available at the following public plan rooms:

F.W. Dodge McGraw-Hill, Inc.
Public Plan Room; www.construction.com
4300 Beltway Place Suite 180
Arlington TX 76081
Diana Boyles
Dodge document we@mhfl.com
Phone: 1-800-393-6343
Fax: 1-877-836-7711

The Blue Book Building & Construction Network
Public Plan Room: www.thebluebook.com
800 E. Main St.
P.O. Box 500
Jefferson Valley, NY 10535
TJ Downey
tdowney@thebluebook.com
Phone: (800) 431-2584 Ext. 3177
Fax: (914) 243-4936

CMD GROUP
Public Plan Room: www.cmdgroup.com
30 Technology Pkwy S, Ste 100
Norcross, GA 30092
Michael Lunan mike.lunan@cmdgroup.com
Architectural Source Relations Specialist
Reed Construction Data
(770) 209-3414

REQUESTS FOR BID INFORMATION, CLARIFICATIONS, and ADDENDA: Questions in writing (only) may be directed to the District's Business Outreach Coordinator, Ms. Jennifer Wilhelm via email at jennifer.wilhelm@sbcusd.k12.ca.us or fax, (909) 885-9991. The deadline to submit Requests for Bid Information ("RFBI") is 12:00pm on Friday, May 27, 2016. All Responses to Requests for Bid Information, clarifications and/or addenda will be issued no later than Wednesday, June 1, 2016 and will be issued to plan holders or registered plan reviewers only. Such responses will be posted at the C2 reprographics public plan room website at www.c2repro.com. Digital copies are considered an accepted form of Addenda delivery method.

PROJECT DELIVERY METHOD AND REQUIRED LICENSES: The work under these bids will be a unit price bid and all bidders to be considered responsive shall have a current California B License.

PREVAILING WAGE: Department of Industrial Relations (DIR) compliance, Effective January 1, 2015:

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

PREQUALIFICATION OF BIDDERS: NOT APPLICABLE FOR THIS PROJECT

SCOPE OF WORK: Refer to project site's specific summary of work contained in Sections 01 11 00 of the Project Manual. The contractor is responsible for the performance and completion of all items according to plans, specifications and any addenda including but not necessarily limited to the work listed below:

Structural modifications; accessibility upgrades; replacement of finishes, roofing, doors and windows; installation of heating, ventilation and air conditioning and fire sprinkler systems; electrical and plumbing upgrades; sitework; landscape and irrigation.

BUSINESS ENTERPRISE (DVBE) PARTICIPATION GOAL AND REQUIREMENTS: Bidders must adhere to the District's Disabled Veteran Business Enterprise (DVBE) participation goal, prevailing wages and labor compliance program, and license requirements; information regarding prevailing wage rates is available at <http://www.pd.dgs.ca.gov/smbus/default.htm>, <http://search.cadvbe.org/dvbes/search> and <http://www.bidsync.com/DPXBisCASB>.

PRE-BID CONFERENCES AND JOB WALKS: A Non- Mandatory pre-bid conference and job walk will be held at the site at May 27, 2016 at 10:00am

Site addresses:

1200 W. Hill Drive, San Bernardino, CA 92407

IMPORTANT DATES:

First Publication	THURSDAY, MAY 19, 2016
Second Publication	THURSDAY, MAY 26, 2016
Pre Bid Conference and Job Walk	MAY 27, 2016 AT 10:00AM
RFI Due	WEDNESDAY, JUNE 1, 2016
Addendum Due	WEDNESDAY, JUNE 8, 2016
Bid Opening	10:00AM ON THURSDAY, JUNE 16, 2016
Bid Posting on Facilities Website	FRIDAY, JUNE 17, 2016
Tentative Board Meeting	TUESDAY, JULY 19, 2016
NOA Issued (Tentative)	WEDNESDAY, JULY 20, 2016

END of NOTICE INVITING BID

INSTRUCTIONS TO BIDDERS

Preparation of Bid Form. Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the project for which the bid is submitted. The DISTRICT reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the DISTRICT, in the form set forth in the contract documents. Such bidder's security must be in an amount not less than **ten percent (10%)** of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds and insurance certificates. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the surety bond or bonds within five (5) calendar days after award of the contract to bidder, said security will be forfeited.

Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the DISTRICT. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the DISTRICT, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the DISTRICT office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the DISTRICT's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the DISTRICT determines that any bid is unintelligible, inconsistent, or ambiguous, the DISTRICT may reject such bid as not being responsive to the Notice Inviting Bids.

Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Agreements and Bonds. The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is **three (3)**. Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from the drawings and specifications, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the contract documents will only be made by addendum duly issued, and a copy of such addendum will be made available for each contractor receiving a set of the contract documents.** No person is authorized to make any oral interpretation of any provision in the contract documents, nor shall any oral interpretation be binding on the DISTRICT. If discrepancies on drawings, or in specifications, or conflicts between drawings and specifications are not covered by addenda, bidder shall include in the bid methods of construction and materials resulting in the higher bid. Each request for clarification shall be submitted in writing, via email, to only the following persons:

To: TOM PACE, Facilities Project Manager
E-mail: tom.pace@sbcusd.k12.ca.us

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and fax number, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of **six (6)** days prior to bid opening. Requests received less than **six (6)** days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests will be made by Addendum issued by the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT not less than seventy-two (72) hours prior to bid opening.

Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

Award of Contract. The contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the contract and provide the required documents within **five (5) calendar days** after award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the contract documents as defined in the General Conditions.**

Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Facilities not less than 3 working days after the date of the bid opening. The protest shall specify the reasons and facts upon which the protest is based.

- a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within 15 days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision will state the reasons for the actions taken by District and will be copied to all parties involved in the protest.
- b. Appeal: If the protesting bidder or the apparent low bidder are not satisfied with the decision, the matter may be appealed to the Director Facilities/Operations, or their designee. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal to:

Facilities Development & Planning Department
956 West 9th Street
San Bernardino, CA 92407
- c. Appeal Review: The Executive Director of Facilities or their designee shall review the decision from the purchasing department and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Executive Director of Facilities or the Hearing Officer will state the basis for the decision, the decision will be final and not subject to any further appeals.
- d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in paragraph 12 if written notice is provided to the protesting party. If there is no written response to a notice shortening time, the District may proceed with the award.

- e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest.

Alternates. If alternate bids are called for, the contract may be awarded at the election of the governing board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

- a. Subcontractor Listing for Alternates. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

Evidence of Responsibility. Upon the request of the DISTRICT, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the DISTRICT satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a project of the scope involved.

Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the contract documents, a list of the names, license numbers and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et. seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the CONTRACTOR shall secure payment of compensation to all employees. The CONTRACTOR shall sign and file with the DISTRICT the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the bid documents.

Contractor's License. To perform the work required by this notice, the CONTRACTOR must possess a Class B Contractor's License, and the CONTRACTOR must maintain the license throughout the duration of the contract. If, at the time of award of the contract, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the CONTRACTOR will forfeit its bid security to the DISTRICT.

Anti-Discrimination. It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The CONTRACTOR agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed on the work by such CONTRACTOR.

Preference for Materials and Substitutions. One Product Specified. Unless the plans and specifications state that no substitution is permitted, whenever the contract documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the contract document. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality, service, and ability to the Specified Item;
2. Will entail no changes in detail, construction and scheduling of related work;
3. Will be acceptable in consideration of the required design and artistic effect;
4. Will provide no cost disadvantage to the DISTRICT;
5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6. Will require no change in the construction schedule.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the DISTRICT denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the DISTRICT denies the requested substitution, the bidder's bid shall be considered non-responsive and the DISTRICT may award the contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the DISTRICT denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the DISTRICT, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within **five (5) calendar days** of opening such bids, any and all drawings, specification, samples, performance data, calculations, and other information as may be required to assist the Architect and the DISTRICT in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the DISTRICT's receipt of such evidence by bidder, the DISTRICT will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The DISTRICT shall have sole discretion in deciding as to whether a proposed request for substitution is equal to or better than a Specified Item. Any request for substitution which is granted by the DISTRICT shall be documented and processed through a Change Order. The DISTRICT may condition its approval of any substitution upon delivery to the DISTRICT of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the DISTRICT.

Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected.

Employment of Apprentices. The CONTRACTOR and all Subcontractors shall comply provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The CONTRACTOR and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the

employment of apprentices; however, the CONTRACTOR shall have full responsibility for compliance with said Labor Code sections, for all apprentice occupations, regardless of any other contractual or employment relationships alleged to exist.

Non-Collusion Declaration. Public Contract Code Section 7106 requires bidders to submit a declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

Prevailing Wage - Applicable Wage Rates, Travel and Subsistence. The CONTRACTOR and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the labor Code. Pursuant to Labor Code Sections 1770 et. seq., the DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the DISTRICT to any interested party on request and are also available from the Director of the Department of Industrial Relations. The CONTRACTOR shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the DISTRICT, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the CONTRACTOR's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

Bidders are instructed to review the Supplementary Conditions to determine whether the Project is using funds derived from a State issued bond. If this Project is using funds derived from any State issued bond, the Project will be subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 et. seq. The CONTRACTOR and all subcontractors shall be required to furnish electronic certified payroll records directly to the Labor Commissioner/Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 et. seq. If this Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit, bidders are instructed to review the Supplementary Conditions for further details regarding the Compliance Monitoring Unit.

No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the DISTRICT premises at any time.

Obtaining Bidding Documents. Bidding Documents may be obtained from:

C2 REPROGRAPHICS
3180 Pullman Street
Costa Mesa, CA 92626
Phone: (714) 545-0112 Fax: (714) 668-5970

NOTE: There will be a \$100.00 non-refundable charge to purchase each set of bid documents. No partial sets will be available.

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the Owner office of SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all addenda issued regardless of Owner notification and to acknowledge all addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addendum issued by the Owner office of SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

Debarment. Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code Section 12650 et seq and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission, which reflects on the Contractor's quality, fitness or capacity to perform work for the District
3. Committed an act or offense, which indicates a lack of business integrity or business honesty
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72).

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
BID COVER SHEET

BID NO.: F16-04 R **DSA APP #:** 04-114799 **BID DUE:** June 16, 2016, 10:00am

PROJECT NAME: Cajon Theatre Renovation at Cajon High School

PROJECT ADDRESS: 1200 W. Hill Drive, San Bernardino, CA 92407

THE WORK UNDER THIS BID IS A PROJECT OF: FACILITIES DEPARTMENT

BID PACKAGE SUBMITTAL FROM:

BIDDER/CONTRACTOR: _____

BIDDER CONTACT: _____

BIDDER TELEPHONE: _____

BIDDER EMAIL: _____

CONTENTS MUST INCLUDE: (Please Check Each Box)

Attachments:

- ☐ 1 - Bidder's Non-Collusion Affidavit
- ☐ 2 - Site Visit Certification
- ☐ 3 - Certification of Compliance with DVBE Policy)
- ☐ 4 - Proposed Subcontractors
- ☐ 5 - Bid Bond Form
- ☐ 6 - Bidder References & Responsibility Information
- ☐ 7 – Certificate Regarding Workers' Compensation
- ☐ 8 – Acknowledgement of Bidding Practices Regarding Indemnity Form

SUBMIT BID TO: **BID BOX - PURCHASING DEPARTMENT**
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 NORTH "F" STREET
SAN BERNARDINO, CA 92410

NOTE: This sheet must be completed and affixed to the outside of the bid envelope.

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

CAJON THEATRE RENOVATION

CAJON HIGH SCHOOL

1200 W. Hill Drive, San Bernardino, CA 92407

Bid No. F16-04 R

CONTRACTOR
NAME:

DIR
REGISTRATION
NUMBER:

ADDRESS:

TELEPHONE:

() _____

FAX:

() _____

EMAIL:

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F16-04 R

Cajon Theatre Renovation

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$_____)

B.) Allowance (\$20,000_____)

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS

(\$ _____)

[OPTIONAL] ALTERNATE BIDS: The following amounts shall be added to or deducted from the Base Bid at the DISTRICT's option. Alternates are fully described in the Specifications.

Alternate No. 1: ADD/DEDUCT _____ Dollars (\$_____)

Alternate No. 2: ADD/DEDUCT _____ Dollars (\$_____)

Alternate No. 3: ADD/DEDUCT _____ Dollars (\$_____)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____
License expiration date: _____
Name on License: _____
Class of License: _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity(See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()

Phone Number

()

Fax Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.*

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 1 TO BID FORM

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

(Public Contract Code Section 7106)

(Prime Bidder)

I am the _____ of _____,
(Title) (Name of Bidder)

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on this _____ day of _____ 20____ at _____.

(Signature)

ATTACHMENT NO. 2 TO BID FORM

SITE VISIT CERTIFICATION

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties and restrictions associated with the execution of the work under contract.

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

I fully indemnify **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, the ARCHITECT, the PROGRAM MANAGER, the CONSTRUCTION MANAGER and all of their respective officers, agents, employees and consultants from any damage or omissions, related to conditions that could have been identified during my visit to the site.

Signature of Bidder

Typed Name of Bidder

State of California
County of San Bernardino } ss

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20

By _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature_____

(Notary Seal)

ATTACHMENT NO. 3 TO BID FORM

CERTIFICATION OF COMPLIANCE WITH DVBE POLICY

Bid No.: F16-04

Project: Cajon Theatre Renovation at Cajon HS

Policy No.: 3323 Disabled Veteran Business Enterprises

Project agreements for the construction and/or modernization of school facilities which are approved for funding by the State Allocation Board shall include the following language:

1. As required by the Education Code Section 17076.11, this Board has a participation goal for Disabled Veteran Business Enterprises of three percent, per year, of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District.
2. At the time of execution of a contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises in conjunction with the Contract, so that the District can assess its success at meeting this goal.
3. The Superintendent or designee shall devise a process for the implementation of this policy as defined in the Education Code and shall make any necessary revision to keep the policy current with State legislation.

Tentative Board Date: Tuesday, July 19, 2016

The bidder/contractor agrees to comply with the above District DVBE policy:

Bidder/Contractor: _____

Signature: _____

Date: _____

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number

Proper Name of Bidder: _____

Date: _____

Name: _____

Signature of Bidder Representative: _____

Address: _____

Phone: _____

ATTACHMENT NO. 5 TO BID FORM

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, (hereafter called "Principal"), and (hereafter called "Surety"), are hereby held and firmly bound unto the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT (hereafter called "Owner") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the construction of _____.

NOW, THEREFORE, if said Bid is:

- a. rejected, or
- b. accepted and the Principal executes and delivers a contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____
Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:
(Name and Address of Surety)

(Name and Address of agent or representative for
service of process in California if different from above)

(Telephone Number of Surety and agent or
representative for service of process in California).

****BID GUARANTEE FORM***

Accompanying this proposal is a cashier's check payable to the order of the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT or a certified check payable to the order of the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT in an amount equal to ten percent (10%) of the total bid and inclusive of alternates (\$_____).

The proceeds of this check shall become the property of said DISTRICT, if, this proposal shall be accepted by the DISTRICT through the DISTRICT's GOVERNING BOARD, and the undersigned fails to execute a contract with and furnish the sureties required by the DISTRICT within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

ATTACHMENT NO. 6 TO BID FORM

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION GENERAL INFORMATION REQUIRED FROM BIDDER

The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principal that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the District reserves the right to utilize, and bidder agrees to provide District with all possible sources of information in assisting District to make its determination, including, but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; bidder's most recent financial statements (unaudited and audited, as requested by District); inquiries to companies and public entities for which the bidder has previously performed work; reference checks and examination of all public records.

The bidder must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least three (3) public agency customers served within the past three (3) years with requirements similar to the needs of the San Bernardino City Unified School District.

FAILURE TO FURNISH THE REFERENCES AND OTHER INFORMATION AS REQUESTED (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

The Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officer, directors, shareholders, parties and principals.

1. Firm name and address:

2. Telephone: _____

3. Type of firm: (Check one)

Individual ____ Partnership ____ Corporation ____ Joint Venture ____

4. Contractor's License: Primary class _____

License No. _____ Expiration Date: _____

Supplemental classifications held, if any, and license number(s) and expiration date(s):

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the CONTRACTOR was properly licensed at the time the contract was awarded and CONTRACTOR continues to be so licensed throughout the term of the Contract. Any CONTRACTOR not so licensed is subject to penalties under the law. The DISTRICT is required to verify license prior to awarding a bid. State law generally provides it is a misdemeanor to submit a bid to a public agency without having a license.

5. Have you ever been licensed under a different name or different license number? _____. If Yes, give name and license number. _____

6. Names and titles of all officers of the firm:

_____	_____
_____	_____
_____	_____

7. Number of years as a contractor in construction work of this type: _____

8. Person who inspected site of the proposed work for your firm:

Name and Title: _____

Date of Inspection: _____

9. How many years of experience in school construction work has your organization had?

(a) as a general contractor? _____

(b) as a subcontractor? _____

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety? _____. If the answer is "Yes", give dates, name and address of surety and details.

11. Have you been assessed liquidated damages for any project in the past three years?

If Yes, explain: _____

12. Have you been in litigation on a question relating to your performance on a contract during the past three years? _____. If Yes, explain, and provide case name and number:

13. Have you ever failed to complete a project in the last three years? _____ If so, give owner and details:

14. List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past three years.

Name	Address	Telephone

15. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the DISTRICT or Architect? _____ If so, please elaborate.

REFERENCE INFORMATION REQUIRED FROM BIDDER

LIST OF REFERENCES

The following information should contain persons or entities familiar with the Bidder's Work:

1. Name of Agency: _____
Agency Address and Telephone: _____
Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____
2. Name of Agency: _____
Agency Address and Telephone: _____
Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____
3. Name of Agency: _____
Agency Address and Telephone: _____
Contact Person: _____
Type of Construction Project: _____
Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, State of _____, City of _____, County of _____.

Signature

Title

ATTACHMENT NO. 7 TO BID FORM

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations, of ability to self-insure and to pay any compensation that may become due to employees.

For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

ATTACHMENT NO. 8 TO BID FORM

**ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING
INDEMNITY FORM**

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

RE: Project Number F16-04

Construction Contract for Cajon Theatre Renovation at Cajon HS

Please be advised that with respect to the above-referenced PROJECT the undersigned CONTRACTOR on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Contracting Party

Name of Agent/Title

AGREEMENT

THIS AGREEMENT, entered into this__ day of __, 2016 in the County of San Bernardino of the State of California, by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, hereinafter called the "DISTRICT", and **CONTRACTOR**, hereinafter called the "CONTRACTOR".

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Cajon Theatre Renovation at Cajon High School in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The DISTRICT may give notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the work within One Hundred Sixty (160) calendar days from receipt of the notice to proceed. It is expressly understood that time is of the essence.

CONTRACTOR has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, CONTRACTOR has included in the analysis of the time required for this Project, items set forth in General Condition Section 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for the work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of One Thousand Dollars and No Cents(\$1,000) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement based on scheduling required pursuant to Article 8 of the General Conditions, among other contract clauses, for completing each milestone and said work as liquidated

damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of _____ (\$_____), said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
- (c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Cover Sheet
- Bid Form
- Non-Collusion Declaration To Be Executed By Bidder And Submitted With Bid
- Site Visit Certification
- Certification of Compliance with DVBE Policy
- Designation of Subcontractors
- Bid Bond Form
- Bidder References & Responsibility Information
- Contractor's Certificate Regarding Workers' Compensation
- Acknowledgement of Bidding Practices Regarding Indemnity
- AGREEMENT
- Contractor's Certificate Regarding Workers' Compensation Form
- Insurance Documents and Endorsements
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Disabled Veteran Business Enterprise (DVBE) Participation Statement
- Payment Bond
- Performance Bond
- Prime/General Contractor Information
- Vendor Tax Information
- Vendor Application
- Certification of Non-Utilization of Asbestos Material
- Contractor Prevailing Wage Compliance Certification
- Guarantee
- Contractor's Certification Regarding Background Checks
- Escrow Agreement for Security Deposits in Lieu of Retention (Optional)
- Disabled Veteran Business Enterprise (DVBE) Contractor Close-Out Statement

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et. seq.)

Effective January 1, 2015:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7 and Article 13.11 of the General Conditions, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit for a period of five (5) years after Retention Payment.

ARTICLE 10 - CONTRACTOR'S LICENSE: The CONTRACTOR must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT CONTRACTOR:

By: _____
Typed or Printed Name

By: _____
Director, Purchasing Department Title

Dated: _____
Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

ATTACHMENT NO. 1 TO AGREEMENT

CERTIFICATE REGARDING WORKERS' COMPENSATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State of California.
- B. By securing from the Director of Industrial Relations, a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer, including subcontractors, to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR

Signature

Printed Name

Official Title

ATTACHMENT NO. 2 TO AGREEMENT

INSURANCE DOCUMENTS & ENDORSEMENTS

(Not Required for OCIP or Wrap Up Insurance)

The following insurance endorsements and documents must be provided to the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (11/85), or an ISO CG 20 10 (10/93 or 07/04) and ISO CG 20 37 (10/93 or 07/04) or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) _____ (Department) _____

(Company) _____

(Street Address) _____

(City) _____ (State) _____ (Zip Code) _____
(_____) _____
(Telephone Number) _____

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.
3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)
(_____) _____
(Telephone Number)

DATE: _____

CONTRACTOR

By: _____

Signature

ATTACHMENT NO. 3 TO AGREEMENT

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____ Contractor: _____ Signature: _____

ATTACHMENT NO. 4 TO AGREEMENT

***CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE
and TOBACCO-FREE CAMPUS POLICY***

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy (SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT Policy No. 4119.14), which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____ Contractor: _____ Signature: _____

ATTACHMENT NO. 5 TO AGREEMENT

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the San Bernardino Unified School District ("District") policy for participation of disabled veteran business enterprises (School Din projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Project Name: Cajon Theatre Renovation at Cajon HS

Bid No.: F16-04

DSA No.: 04-114799

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

The Contractor was unable after reasonable efforts to secure DVBE participation in the contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any contract awarded to Contractor, and in any change orders, for the above-referenced Project/Bid No.

The Contractor has secured DVBE participation in the contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____ dollars (\$_____), which represents approximately _____ percent (____%) of the total contract for such Bid No. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the contract awarded to Contractor, and in any change orders, for such Bid No.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT NO. 6 TO AGREEMENT

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS, that whereas, the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT OF SAN BERNARDINO COUNTY (sometimes referred to hereinafter as "DISTRICT") has awarded to _____, hereinafter designated as the "CONTRACTOR", an agreement for the public work described as follows:

PROJECT NAME: Cajon Theatre Renovation at Cajon HS

BID NO.: F16-04

WHEREAS, said CONTRACTOR is required California Civil Code section 9554 et. seq furnish a Labor and Material Bond in connection with said Contract;

NOW, THEREFORE, We, the PRINCIPAL and _____, doing business in California as an admitted Surety located at _____, City of _____, State of California, as Surety, are indebted to the DISTRICT in the sum of _____ **AND** ____/100 (\$ _____), for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally. said sum being not less than one hundred percent (100%) of the total amount payable by said DISTRICT under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, his or its subcontractors, heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 ; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor performed under the contract or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor that the Sureties will pay for the same, in case suit is brought upon this bond reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 9554 et. seq.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be

construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and the CONTRACTOR or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL:

Corporate Seal of Principal if Corporation _____ Principal

By: _____

Print Name: _____

Title: _____

SURETY: _____

By: _____

Title: _____

Telephone: _____

Attach Attorney-in-Fact Certificate and Required Acknowledgement

ATTACHMENT NO. 7 TO AGREEMENT

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

WHEREAS, the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** OF SAN BERNARDINO COUNTY, (sometimes referred to hereinafter referred to as "District or as "Obligee") has awarded _____, (hereinafter designated as the "CONTRACTOR"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

PROJECT NAME: Cajon Theatre Renovation at Cajon HS

BID NO.: F16-04

WHEREAS, the work to be performed by the CONTRACTOR is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the CONTRACTOR is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW THEREFORE, we, _____, the undersigned CONTRACTOR, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded CONTRACTOR, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the contracts and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

CONTRACTOR and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, CONTRACTOR and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL:

Corporate Seal of Principal if Corporation _____ Principal

By: _____

Print Name: _____

Title: _____

SURETY: _____

By: _____

Title: _____

Telephone: _____

Attach Attorney-in-Fact Certificate and Required Acknowledgement

ATTACHMENT NO. 8 TO AGREEMENT

PRIME/GENERAL CONTRACTOR INFORMATION

Company Name: _____

Mailing Address: _____

Delivery Address, if different: _____

COMPANY CONTACTS

General Correspondence: _____
Name & Title

Phone: _____

Fax: _____

Billing & Pay Requests: _____
Name & Title

Phone: _____

Fax: _____

Field Issues/Coordination: _____
Name & Title

Phone: _____

Fax: _____

Proposal Requests &
Change Order Pricing: _____
Name & Title

Phone: _____

Fax: _____

Submittals: _____
Name & Title

Phone: _____

Fax: _____

RFI's: _____
Name & Title

Phone: _____

Fax: _____

24-HOUR EMERGENCY CONTACT

Name: _____

Title: _____

Telephone: _____

Cell Phone/Pager: _____

ATTACHMENT NO. 9 TO AGREEMENT

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																				
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)																																					
	Business name/disregarded entity name, if different from above																																					
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____																																					
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____																																					
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)																																				
	City, state, and ZIP code																																					
	List account number(s) here (optional)																																					
Part I Taxpayer Identification Number (TIN)																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																						
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr></table> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr></table>			Social security number																		Employer identification number																	
Social security number																																						
Employer identification number																																						
Part II Certification																																						
Under penalties of perjury, I certify that:																																						
<ol style="list-style-type: none">1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and3. I am a U.S. citizen or other U.S. person (defined below), and4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																						
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																						
Sign Here	Signature of U.S. person ▶	Date ▶																																				
General Instructions																																						
Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9 . Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.																																						
Purpose of Form																																						
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: <ol style="list-style-type: none">1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),2. Certify that you are not subject to backup withholding, or3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and																																						
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: <ul style="list-style-type: none">• An individual who is a U.S. citizen or U.S. resident alien,• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,• An estate (other than a foreign estate), or• A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.																																						

Cat. No. 10231X

Form **W-9** (Rev. 8-2013)For further instructions on how to fill this page out, please visit www.irs.gov.

ATTACHMENT NO. 10 TO AGREEMENT

VENDOR APPLICATION

When completed mail to:

San Bernardino City Unified School District
Purchasing Department
777 N. 'F' Street, San Bernardino, CA 92410
(909) 381-1126

Business Name: _____

*Business License Number: _____ Expiration Date: _____

Representative's Name: _____ Title: _____

Business Address: _____

Number of years in business: _____ Email address: _____

Business Telephone Number: _____ Fax Number: _____

Products or Services Provided: _____

Comments: _____

List of references where your company provided products/services: (Preferably other school districts)

Other Schools or Business Name/Address	Contact	Phone	Dates of Service	Products/Service
1.				
2.				
3.				

"By signing below, I certify under penalty of perjury that the information provided is true and correct to the best of my knowledge. I understand it is the vendor's responsibility to update the above information as needed. I further agree that as a vendor of the District this company will conform to all Federal, State, County and City laws, ordinances, codes and regulations covering the products, work or services provided, including but not limited to, obtaining a *San Bernardino City business license as required by the San Bernardino City Clerk's Office. I understand that it is the vendor's total responsibility to determine specific details of such requirements and warrant that all work performed, or provided, totally conforms to such legal requirements. I understand the submission of this application does not guarantee that this company will be used as a vendor for the District or requested to quote on any or all requirements. I understand the District reserves the right to use, any, or all vendors for the submission of quotes. Formal bids are advertised in The Sun newspaper's legal ads."

Authorized Vendor Representative Signature: _____ Date: _____

Name: _____ Title: _____

ATTACHMENT NO. 11 TO AGREEMENT

CERTIFICATION OF NON-UTILIZATION OF ASBESTOS MATERIAL

PROJECT: _____

WE HEREBY CERTIFY THAT NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS WILL BE INCORPORATED OR USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products are defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.

Any or all material containing greater than one-tenth of one percent ($>0.1\%$) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment shall be settled by electron microscopy; the cost of any such tests being paid by the Contractor.

All work or materials installed by the contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified Asbestos Consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The Asbestos Removal Contractor shall be an EPA-accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The Asbestos Consultant shall be chosen and approved by the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

Subcontractor (if applicable):

Name: _____

By: _____

Signature _____

General/Prime Contractor:

Name: _____

By: _____

Signature: _____

ATTACHMENT NO. 12 TO AGREEMENT

CONTRACTOR PREVAILING WAGE COMPLIANCE CERTIFICATION

To: San Bernardino City Unified School District
Facilities Management Department
777 North "F" Street
San Bernardino, California 92410

I hereby certify that I will comply with the State of California Public Works Contract Requirements and Department of Industrial Relations Wage Orders regarding wages, benefits, on site audits with 48-hour notice, payroll records and apprentice and trainee employment requirements.

CONTRACTOR

CONTRACTOR'S PRINCIPAL'S SIGNATURE

DATED

ATTACHMENT NO. 13 TO AGREEMENT

GUARANTEE

Guarantee for _____ . We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____ Three _____ (____3____) years from the date of the Notice of Completion of the above-mentioned structure by the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than ten (10) days after being notified in writing by the DISTRICT or within 48 hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the DISTRICT to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the DISTRICT's enforcement of this Guarantee.

Countersigned:

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontract or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

ATTACHMENT NO. 14 TO AGREEMENT

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS (Modernization Projects)

_____ certifies that it has performed one of the following:
[Name of contractor/consultant]

Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

1. The installation of a physical barrier at the worksite to limit contact with pupils.
2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 20____

[Name of Contractor/Consultant]

By its: _____

***ATTACHMENT A: CONTRACTOR CERTIFICATION REGARDING
BACKGROUND CHECKS***

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

ATTACHMENT NO. 15 TO AGREEMENT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION (Optional)

This Escrow Agreement is made and entered into by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, _____, San Bernardino, California _____, hereinafter called "OWNER", and _____ whose address is _____, hereinafter called "CONTRACTOR", and _____ whose address is _____, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the OWNER, CONTRACTOR and Escrow Agent agree as follows:

(1) Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by OWNER pursuant to the Construction Contract entered into between the OWNER and CONTRACTOR for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the OWNER shall make payments of the retention earnings directly to the escrow agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the OWNER within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the OWNER and CONTRACTOR. Securities shall be held in the name of the OWNER, and shall designate the CONTRACTOR as beneficial owner.

(2) The OWNER shall make progress payments to the CONTRACTOR for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the OWNER makes payments of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the OWNER pays the Escrow Agent directly.

(4) CONTRACTOR shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the OWNER. These expenses and payment terms shall be determined by the OWNER, CONTRACTOR, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the OWNER.

(6) CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the OWNER to the Escrow Agent that OWNER consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

(7) The OWNER shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven (7) days' written notice to the Escrow Agent from the OWNER of the notice

of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the OWNER.

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

(9) Escrow Agent shall rely on the written notifications from the OWNER and the CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this agreement and the OWNER and CONTRACTOR shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the OWNER and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the OWNER and CONTRACTOR shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

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

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

ATTACHMENT NO. 16 TO AGREEMENT

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CONTRACTOR CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to final payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the contract for the Project/Bid No. specified below.

Project Name: Cajon Theatre Renovation at Cajon HS

Bid No.: F16-04

DSA No.: 04-114799

Name	Address/Phone	Category of Work*	\$ Amount of Contract

*Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the contract for Bid No. _____ equaled _____ dollars (\$ _____), which represents approximately ____% of the total contract price including change orders for the Project.

Company: _____

Name: _____

Title: _____

Signature: _____ Date: _____

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Label	Question	Answer
BidNo	Bid No.	F16-04
ProjectName	Project Name	Cajon Theatre Renovation
Date	Date	May 10, 2016
Site	Site or School Name	Cajon High School
ConfRm	Bid Conf Rm Location	Community Room
BidTime	Bid Time	10:00am
BidDate	Bid Date	June 16, 2016
BidDocsAvail	Date Bid Docs Available	May 19, 2016
DepAmt	Deposit Amount	\$100
RFBITime	RFBI Deadline Time	12:00pm
RFBIDate	RFBI Deadline Date	May 27, 2016
RFBIResp	RFBI Response Deadline	June 1, 2016
ReqLic	Required Licenses	B
Scope	Scope of Work	Refer to project site's specific summary of work contained in Sections 01 11 00 of the Project Manual. The contractor is responsible for the performance and completion of all items according to plans, specifications and any addenda including but not necessarily limited to the work listed below:
ConfJobWalks	Pre-Bid Conf/Job Walks	May 27, 2016 at 10:00am
SiteAdd	Site Addresses	1200 W. Hill Drive, San Bernardino, CA 92407
FirstPub	First Publication	05/19/16
SecPub	Second Publication	05/26/16
RFIDue	RFI Due	06/01/16
AddDue	Addendum Due	06/08/16
DateonWeb	Bid Posting on Facilities Website	06/17/16
TentBdMtg	Tentative Board Meeting	07/19/16
NOADate	NOA Issued (Tentative)	07/20/16
PM	Project Manager	Tom Pace
Email	Email	Tom.Pace@sbcusd.k12.ca.us
DSANo	DSA App #	04-114799
C2dwgchrg	C2 Non-Refundable Charge to purchase Bid Sets	\$100
TimeCompl	Time of Completion	160
LiqDamages	Liquidated Damages	\$1000

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GENERAL CONDITIONS

ARTICLE 1

DEFINITIONS

1.1 BASIC DEFINITIONS

1.1.1 Action of the Governing Board is a vote of a majority of the District's governing board.

1.1.2 Approval means written authorization through action of the governing board. The governing board has delegated to the Assistant Superintendent the authority to approve certain modifications, Change Orders or Immediate Change Directives (Subject to the limits of the Delegation of Authority provided by the Board). In no case shall the Assistant Superintendent have authority to approve total change orders or modifications to the Project exceeding 10% of the contract sum.

1.1.3 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project. Also see Article 4.

1.1.4 As shown, as indicated, as detailed refer to Drawings, Addenda, or Specifications within the Contract Documents.

1.1.5 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Payment Application. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 4.6.

1.1.6 Change Order (CO). A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect, stating their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. See Article 7.2

1.1.7 Change Order Request (COR). A COR is a written request supported by backup documentation prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 7.6)

1.1.8 Construction Change Directive (CCD). A Construction Change Directive is a DSA term that is utilized to address changes to the DSA approved plans and specifications. There are two types of Construction Change Directives. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 7.3

1.1.9 Construction Manager. The Construction Manager is a consultant to the District contracted to assist in Project planning, management and construction of the Project. If there is a

GENERAL CONDITIONS

Construction Manager, they may assist in various aspects of the Project including, but not limited to Monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the District and its Board of Education on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

1.1.10 Contract or Agreement when the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

1.1.11 The Contract Documents consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.12 Contractor, District, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "Owner" shall mean "District."

1.1.13 Days means calendar days.

1.1.14 Dispute. A dispute is a disagreement on terms or conditions of the Project where the Contractor's opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the District or Architect. A dispute only rises to the level of a claim once the dispute is assembled with back-up documentation and presented for evaluation. See Article 4.6

1.1.15 District Representative is the person designated by the District to represent the District during the Construction for the Project. This District representative shall have the delegated authority as further defined in Article 1.1.2. This District representative may be an employee of the District, and may also include Construction Managers who shall have the authorities as set forth in Article 1.1.9. In some cases, the District and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the District, the Contractor, Architect, and Inspector shall have a primary contact with the District's Construction Manager who will advise the District.

1.1.16 The Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

GENERAL CONDITIONS

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

1.1.18 Immediate Change Directive. (ICD) A written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 7.3

1.1.19 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project

1.1.20 Locality in which the work is performed means the county in which the Project is located.

1.1.21 The Project is the complete construction of the Work performed in accordance with the Contract Documents.

1.1.22 The Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

1.1.23 Provide shall include “provide complete in place,” that is “furnish and install complete.”

1.1.24 Safety Orders are those issued by any cognizant city, county, state or federal agency.

1.1.25 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District.

1.1.26 Site refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

1.1.27 The Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.28 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

1.1.29 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to plans, drawings, and specifications of this Work, but does not include ones who merely furnish material not so worked.

GENERAL CONDITIONS

1.1.30 Substantially Completion - is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9.1.1); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the project is fit for occupancy and its intended use

1.1.31 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of Article 3.10.

1.1.32 Surety is the person, firm, or corporation that executes as surety the Contractor's Bid Bond, and/or Performance Bond and Payment Bond.

1.1.33 Work of the Contractor or Subcontractor shall include all labor, materials and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents before preparing and submitting any bid.

1.1.34 Workers include laborers, workers, and mechanics.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 **Correlation and Intent**

1.2.1.1 *Documents Complementary and Inclusive.* The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor's Contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. The Contractor is bound to provide the Work complete and is under a legal duty to carefully study plans and schedule operations well ahead of time and identify inconsistencies with the plans and specifications and call such inconsistencies to the attention of the architect or registered engineer through the inspector under Article 4-343(b) of Title 24.

1.2.1.2 *Work to be Complete.* Contractor has thoroughly studied the Contract Documents and understands that the District contracted with Contractor to provide a complete Project which means complete systems and buildings. The entire set of Contract Documents shows a complete Project and Contractor agrees that there are multiple disciplines putting together a set of Contract Documents. Thus, if portions of a system are shown on some drawings and not others, this does not mean the Contractor is to only provide part of a system. For example, if an air conditioning unit is shown on the mechanical

GENERAL CONDITIONS

drawings, the plumbing for the air conditioning is shown on another drawing, and the electrical shown on the electrical drawings, the Contractor is to provide a complete and working air conditioning system. The only time when an item is supplied incomplete is if the system is shown specifically as incomplete since others will be completing the system. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.

1.2.1.3 *Coverage of the Drawings and Specifications.* The Drawings and Specifications generally describe the Work to be performed by Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor to provide a complete project. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by them.

1.2.1.4 *Conflicts.* In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.5 *Conformance with Laws.* Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such checking shall include review of Title 24 California Building Code of the California Code of Regulations, local utility, local water connection, local grading and all other applicable agencies. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents, Contractor shall, within five (5) days, notify the Inspector, Architect and District in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project. (See Title 24 Section 4-343)

The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said work.

1.2.1.6 *Ambiguity and Inconsistency.* Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Prior to commencing any portion of the Work, Contractor shall notify Architect and District in writing of any perceived or alleged error, inconsistency, conflict, ambiguity, or lack of detail or explanation in the Drawings and Specifications in

GENERAL CONDITIONS

the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the time for performance. Contractor shall maintain an adequate inspection system and perform personal observations and review work and pre-plan the project to ensure the Work performed under the contract conforms to contract requirements. Contractor shall maintain records of such review and observation to ensure strict compliance with the terms of the contract. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Price or the time for performance.

1.2.1.7 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

1.2.1.8 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Architect's decisions on matters relating to aesthetic effect will be final.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in specifications, drawings, contract documents, and plans which have been authorized in writing by the District or Architect, and which alter, explain, or clarify the contract documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 *Deferred Approvals.* A deferred approval represents a portion of the construction that cannot be fully detailed on the originally approved drawings or specifications because of variations in product design and manufacture. Approval of plans for such a portion of the work may be deferred until the material suppliers and subcontractors are selected. All deferred approvals are noted in the plans and specifications. Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect ("DSA") and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to schedule for and obtain necessary approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items in its progress schedule pursuant to Article 3. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.

GENERAL CONDITIONS

1.2.3 Specification Interpretation

1.2.3.1 *Titles.* The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved.

1.2.3.2 *As Shown, Etc.* Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where “as directed,” “as required,” “as permitted,” “as authorized,” “as accepted,” “as selected,” or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 *General Conditions.* The General Conditions and Supplementary General Conditions are a part of the Contract Documents which further defines and refines the Contract entered between the Contractor and District.

1.2.3.4 *Abbreviations.* In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Contractor shall,” “shall be,” etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings. In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.2.3.5 *Plural.* Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.6 *Metric.* The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1” (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the “International System of Units” (SI) and generally follow ASTM E 380, “Standard for Metric Practice.”

1.2.3.7 *Standard Specifications.* Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization’s standard specifications, which are in effect at the date of the Contractor’s proposal unless directed otherwise. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.4 Rules of Document Interpretation

1.2.4.1 In the event of conflict within the drawings, the following rules shall apply:

- (a) General Notes, when identified as such, shall be incorporated into other portions of Drawings.

GENERAL CONDITIONS

- (b) Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.
- (c) Larger scale drawings shall take precedence over smaller scale drawings.
- (d) At no time shall the Contractor base construction on scaled drawings.

1.2.4.2 Specifications shall govern as to materials, workmanship, and installation procedures.

1.2.4.3 If Contractor observes that drawings and specifications are in conflict, Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contract Documents.

1.2.4.4 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

- (a) General Conditions take precedence over Drawings and Specifications.
- (b) Special or Supplemental Conditions take precedence over General Conditions.
- (c) The Agreement shall take precedent over the Special Conditions.
- (d) In the case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

1.3 **OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

The Drawings, Specifications, and other contract documents for the Project are the property of the District and/or Architect pursuant contract requirements between the District and Architect. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. All copies except the Contractor's record set, shall be returned or properly accounted for upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work. The District and/or Architect hereby grants the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings, Specifications, and other documents prepared for the Project in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the District's property interest or other reserved right.

GENERAL CONDITIONS

ARTICLE 2

DISTRICT

2.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

2.1.1 Site Survey

The District will furnish, at its expense, a legal description of the Site and a land survey showing the boundaries of the Site. Contractor shall be responsible for all surveys regarding location of construction, grading and site work.

2.1.2 Soils

When required by the scope of the Project, the District will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required and deemed necessary by the Architect or as required by local or state codes. Such services, with written reports and appropriate written professional recommendations, may include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.1.3 Contractor Reliance

A soils investigation report has been obtained from test holes at the Site, and such report is incorporated into this Contract and made available for the Contractor's use in preparing its bid and Work under this Contract. Where the plans and specifications are more specific and provide more significant structure, systems, reinforcing, thicknesses, or construction methods, the drawings shall control over the soils report. The soils report is available at the Architect's office for review and it is Contractor's responsibility to ensure that Contractor has reviewed the soils investigation report. Any information obtained from such report or any other information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Contract, Contractor encounters subsurface conditions which differ materially from those indicated in the soils investigation report, then Contractor shall notify the District within five (5) calendar days of discovery of the condition, and changes to the contract price may be made in accordance with Article 7 entitled "Changes in the Work." Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages in the event the Contractor fails to notify District within the five-day period mentioned above.

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH THE REQUIREMENTS OF THE SOILS INVESTIGATION REPORT. CONTRACTOR UNDERSTANDS THAT PLANS, DRAWINGS AND SPECIFICATIONS SUPERSEDE THE SOILS REPORT IF THERE ARE CONFLICTS. FURTHER, IN ADDITION TO THE INFORMATION IN THE SOILS REPORT, CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.

GENERAL CONDITIONS

2.1.4 Utilities

2.1.4.1 *Location of Point of Connection.* The locations shown for the point of connection are approximate. It shall be the responsibility of the Contractor to determine the exact location of all service connections.

2.1.4.2 *Regional Notification Center*

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. See Government Code Section 4216.3. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code Section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Paragraph 8.4.

2.1.4.3 *Utilities - Removal and Restoration*

The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents.

No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. The Contractor shall immediately notify the District's representative as to any utility discovered by Contractor in a different position than shown in the Contract Documents or which is not shown on the Contract Documents.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work. Contractor shall show timing of all utility coordination activities under the Scheduling requirements of Article 8.

GENERAL CONDITIONS

2.1.4.4 *Other Utilities*

In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the Work, the work on the utility shall be performed and paid for as follows:

When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the service connection has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the plans, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the plans or is in a position different from that shown on the plans and were it in the position shown on the plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with Article 7 or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Article 7 herein.

No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

2.1.5 **Existing Utility Lines; Removal, Relocation**

2.1.5.1 *Main or Trunkline Facilities*

If the Contractor while performing the contract discovers utility facilities not identified in the Contract Documents, Contractor shall notify the District and utility in writing prior to commencing work.

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The owner of the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

The Contractor shall exercise reasonable care and shall be compensated by the District for the actual verified field costs of locating, and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities not indicated with reasonable accuracy in the plans and specifications, and for equipment in use on the project necessarily idled during such work. This work shall be performed in accordance with Article 7 of these General Conditions.

Alternatively, District may make changes in the alignment and grade of the work to obviate the need to remove, relocate, or temporarily maintain the utility, in accordance with Article 7 or District may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.

The Contractor shall not be assessed a forfeiture for delay in completion of the Project when such delay is caused by the failure of the District or the owner of the utility to provide for the removal, relocation, protection or temporary maintenance of all such main or trunkline facilities not indicated with reasonable accuracy.

Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

2.1.5.2 Assessment

These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in completion of the Work. Nothing in these subparagraphs shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.1.5.3 Notification

If the Contractor, while performing Work under this Contract, discovers utility facilities not identified by the District in the Contract Documents. Contractor shall, within five (5) days, notify the District and the utility in writing. If Contractor fails to notify the District within forty eight hours after discovery of any utility facilities not identified by District in the Contract Documents, Contractor waives all rights to be compensated for any extra Work or damages resulting from such discovered utilities.

2.1.6 Easements

District shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract Documents.

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2.2 **DISTRICT'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (48 HOUR NOTICE TO CURE AND CORRECT)**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide forty eight (48) hour written notice to cure (a shorter period of time in the case of emergency or a critical path delay as defined in Article 2.2.1) Contractor's default in a specific segregated area of work. The District's right to default a portion of work and take over that segregated area of work includes, but is not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
5. In the case of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare deferred-approval items or shop drawings in a timely manner;
8. Failure to comply with Contractor's schedule or meet critical milestones which would result in a delay to the critical path;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.
10. Failure to meet the requirements of the American's with Disabilities Act;
11. Failure to complete Punch List work;
12. Failure to proceed on an Immediate Change Directive
13. Failure to correct a Notice of Deviation

If during the forty eight (48) hour period, the Contractor fails to cure and correct the deficiency noted in the 48 hour notice of partial default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a termination for cause as set forth in Article 14. If there are inadequate funds to address at least 150% of the costs set forth in the Article 2.2 notice, the District shall copy the Surety on the written notice of partial default. If a notice to the Surety is provided, except in the cases of emergency or critical path delay, the Surety has the option to take over and complete the Work described in the written notice if Surety personally delivers notice to District that it intends to perform such work. In the case where written notice has been provided, the District shall allow Surety seven (7) days to perform the Work.

2.2.2

2.2.4 **Service of Notice of Partial Default with Right to Cure**

A written notice of partial default and right to cure under Article 2.2 shall be served as follows:

2.2.4.1 E-mail sent to an Officer in the Contractor's office, and hand delivered to either the Superintendent, Project Manager or Foreman at the Job Trailer. The Re: Line of the E-mail and the written notice shall be entitled "48 Hour Notice of Partial Default with Right to Cure." If the Article 2.2 notice is provided in an envelope then the outside of the envelope shall also provide: "48 Hour Notice of Partial Default with Right to Cure.

2.2.4.2 If the Job Trailer is empty then an e-mail consistent with paragraph 1 shall be sent to both an Officer of the Contractor's office and to the Superintendent and Project

GENERAL CONDITIONS

Manager for the Project. In addition, the envelope shall be carefully posted or taped to the door of the job trailer. In such case, the 48 hour notice either commences at the earlier of the receipt of a responding e-mail, or at 8 am the following morning.

2.2.5 Shortened Time for Partial Default in the Case of Emergencies

In an emergency situation, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by hand delivering written notice to the Contractor with a specific description of the emergency and prescribe the length of time of the notice, if less than 48 hours, before the corrective work will occur (or that the corrective work will occur immediately if the circumstances warrants that the Work must commence immediately).

2.2.6 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by hand delivering written notice to the Contractor with a specific description of the critical path delay items noting the specific line item or area of work that is on the critical path and prescribe the length of time of the notice, if less than 48 hours, before the corrective work will occur (or that the corrective work will occur immediately if the circumstances warrants that the Work must commence immediately).

2.2.6.1 Contractor's Option to Object in the Case of Partial Default

This option is not available if the Contractor has been issued an ICD and has failed to perform the Work noted in the ICD. In the case where the 48 hour period is shortened due to a critical path delay not related to refusal to perform an ICD, Contractor may utilize Float time, if available, to lengthen the 48 hour period only if the following is specifically provided for in the written notice (served consistent with Article 2.2.3) .

- (a) Contractor identifies the specific float (not governmental delay float) that is available and that within 48 hours Contractor can properly cure the Article 2.2 Notice. This written notice shall also specifically note how many days of float shall be utilized to correct this deficiency if more than 48 hours are needed to correct the critical path deficiency. The 48 hour period shall count for 2 days of float (and if unavailable shall be addressed as 2 days of acceleration in a Recovery Schedule) along with any additional days necessary to fully cure the Article 2.2 Notice.
- (b) Contractor provides a written description, with specific timelines of when each key item of Work to correct the Article 2.2 Notice shall occur
- (c) Contractor shall provide a Completed Change Order form specifically noting that the length of time to correct the Article 2.2 item requested in the Article 2.2.5.1 request for extension shall result in a corresponding waiver of future compensable delays.
- (d) A written notice that the Contract Time (or Milestones) shall not be extended and that Contractor specifically agrees to address any critical path delays that will result in delays to the Contract Time (or Milestones) shall be addressed through a Recovery Schedule that accelerates the Project with no additional cost.

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If there is inadequate Float or the Recovery Schedule is inadequate and results in a delay to the Project or Milestone that is unacceptable to the District, the District may respond that the extension is not granted and immediately proceed with the Article 2.2 Takeover of the work.

2.2.8 Written Notice of Partial Default to Include an Estimated Value

The Article 2.2 Notice shall include an anticipated value of the Work that is subject to the Partial Default. Contractor shall have the opportunity to submit backup documentation in conformance with the requirements for Deductive Change Orders under Article 7.7.4 within ten (10) days following issuance of a written notice of Partial Default.

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ARTICLE 3

THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor

The Contractor shall continually 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, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work. If any of the Work is performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the project schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

- (a) Responsibilities. It is the duty of the Contractor to complete the Work covered by his or her contract in accordance with the approved plans and specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
- (b) Performance of the work. The Contractor shall carefully study the approved plans and specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved plans and specifications, the contractor shall correct the work immediately.

3.1.2 Contractor Responsibility to Study the Plans and Specifications

All inconsistencies or times which appear to be in error in the plans and specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change directives, and as required by law. (See Title 24 Section 4-343)

3.1.3 All Work Under the Direction of Inspector

Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Project Inspector. (See Title 24 generally)

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3.1.4 Contractor to Establish Timing and Protocol with Inspector

Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. Failure to plan, and pay (if applicable) for quicker delivery of Special Inspections may be utilized as Float under Article 8.1.4 to the extent Float is available. However, timing of inspections is not a Governmental Delay.

3.1.5 Verified Reports.

The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

3.1.6 Contractor Responsibility

The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.1.7 Obligations not Changed by Architect's Actions

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.1.8 Acceptance/Approval of Work

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

3.2 SUPERVISION

3.2.1 Full Time Supervision

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative (including CM in the cases where the District has a CM representative). All Requests for Information

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shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.

3.2.2 Staff

Notwithstanding other requirements of the contract documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove

District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

3.3 LABOR AND MATERIALS

3.3.1 Contractor to Provide

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits 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.

3.3.2 Quality

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

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3.3.3 Replacement

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.

3.3.4 Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

3.3.5 Fingerprinting

If applicable, Contractor shall comply with all provisions of Education Code Section 45125.1. Pursuant to Education Code section 45125.1, Contractor shall conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment "A" as found in the Contract Documents. As part of such certification, Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list. At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor.

3.3.6 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the project. Contractors shall not violate any written school policies.

3.3.7 Delivery of Material

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against shop drawings and ensuring that the materials meet the requirements of not

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only the plans and specifications, but also the approved shop drawings and submittals and in conformance with Contractor's plan for delivery of materials (including but not limited to Contractor's representations in the Schedules for the Project and Contractor's equipment and materials schedule under Article 3.7.2.2). It is Contractor's discretion to accept materials that do not conform to the plans, specifications, or approved shop drawings. However, in the case of non-conforming materials, Contractor shall diligently plan for the non-conformance, including, immediately preparing revised submittals or shop drawings, processing and paying for the required DSA CCD's, plan check, Architect, and Inspector costs which may be incurred due to any non-conformance in delivered materials. Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project given Contractor's responsibilities and system for acceptance of deliveries. Contractor shall notify Inspector and District Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or District Representative (including CM) may review the materials that are received.

Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.

Contractor agrees to indemnify, defend and hold the District harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the District may proceed to address the area of concern and seek reimbursement.

3.3.9 Title to Materials

The title to new materials or equipment for the Work of this Contract shall remain with Contractor until incorporated in the Work of this Contract and accepted by the District and Architect; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative.

3.3.10 Assemblies

For all material and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary, (including engineering as specifically required with shop drawings or deferred approvals) for complete assemblies and complete working

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systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized in the Contract Documents in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

3.3.11 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Part 204 of Title 40, Code of Federal Regulations). If school is in session at any point during the progress of the Project, and, in the District's reasonable discretion, the noise from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational schools and it is critical that contractor control noise during periods of testing. In no event shall Contractor have a right to receive additional compensation or an extension to the contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise related issues, including school operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

3.4 WARRANTY

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to District includes, but is not limited to, the following representations:

- (a) In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship or materials within a three (3) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 9.11) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.
- (b) In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.
- (c) If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the

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District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.

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

3.5 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.6 PERMITS, FEES AND NOTICES

3.6.1 Payment

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Paragraph 13.5.2, unless a different mileage range is specified in the Special Conditions.

3.6.1.1 DSA Fees

DSA policy is to charge CCD review fees for processing and approval of changes in the plans and specifications through the Construction Change Directive process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding is with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

3.6.2 Compliance

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website at <http://www/dgs/ca/gov/dsa/home>. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management District (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing school districts and Contractor shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

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3.6.3 Responsibility

The Contractor shall perform all Work in conformance with every law, statute, ordinance, building code, rule or regulation. The Contractor shall assume full responsibility for such Work and shall bear the attributable cost of correction or project delay.

Pursuant to Title 24 Section 4-343(b),

"Contractor shall carefully study the approved plans and specifications and shall plan a schedule of operations well ahead of time.... All inconsistencies or items which appear to be in error in the plans and specifications shall be promptly called to the attention of the architect or registered engineer, through the inspector, for interpretation or correction."

To help Contractor plan its operations, Contractor is directed to study the current version of the DSA 152 Inspection Card Manual identifying the exact steps the Inspector is to follow in the review and sign off process for the DSA 152. The DSA 152 Inspection Card Manual provides specific detail as to the order of operations, review items and compliance items beyond the specifications and plans which are reviewed for DSA compliance. The most current version of this manual is located at <http://www.documents.dgs.ca.gov/dsa/forms>.

Contractor is also specifically directed to the time periods for posting of Special Inspection Reports and Inspector Notifications under DSA PR 13-01 since the timing of Inspection is not a Governmental Entity related delay.

3.7 SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT

3.7.1 Requirements within 10 calendar days

Within ten (10) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.1.1 Detailed Schedule of Values (See Article 9.2)

3.7.1.2 Submittal Log

3.7.1.3 Critical Path Schedule (See Article 8)

3.7.2 Requirements within 35 Calendar days

Within thirty five (35) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.2.1 All Submittals for the Project except those specifically agreed upon by District and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 3.3.7 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

3.7.2.1.1 Structural Steel may be included as a later Submittal than 35 days if Structural Steel is a significant portion of the Work, at least one or some

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of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.

3.7.2.1.1.1 It is specifically agreed that submissions of structural steel submittals shall not be piecemeal (unless some portion is requested separately by the Owner or Architect), shall provide complete designs, shall be stamped by the Structural Steel subcontractor, Contractor, and Structural Steel Contractor's structural engineer at time of submission and as further addressed in Article 3.9.

3.7.2.1.1.2 In no case shall the submission of Structural Steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel shop drawings then the date shall be no later than as set forth in the Milestone,

3.7.2.1.2 A written request detailing the specific reasons for a submission later than 35 days due to complexity of design, a copy of the contract with the subcontractor who shall be performing the shop drawing submittal, a written statement from the subcontractor verifying that work has commenced on the shop drawings and providing subcontractor's own schedule of milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 8.

3.7.2.2 Piecemeal Submissions of Submittals. Piecemeal submittals means providing portions of shop drawings or submittals as they are being completed. The submission of piecemeal submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow submission of single buildings or areas as long as the Submittals are complete.

3.8 DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE

The Contractor shall maintain at the Site for the District one current copy of the California Building Code, Titles 19 and 24 of the California Code of Regulations, any other document required by DSA, and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

Contractor shall have an operational computer with internet access so Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Contract shall be prepared to post and review documents posted to the DSA Project website.

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3.9 **SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

3.9.1 **Definitions**

3.9.1.1 Deferred Approvals. Approval of certain aspects of the construction may be deferred until the construction contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc. , Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents.

3.9.1.2 Shop Drawings. The term “shop drawings” as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.

3.9.1.3 Manufactured applies to standard units usually mass-produced, and “Fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.9.1.4 Submittals. Submittals is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a submittal is generally a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

3.9.1.5 Samples. The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.9.2 **Shop Drawings.**

3.9.2.1 When Shop Drawings are Required. Shop drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts

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between the subcontracting trades. In some cases, each subcontractor or trade will provide shop drawings in a BIM format so conflict checking and clash detection can be undertaken by Contractor.

3.9.2.2 Purpose for Shop Drawings. Shop drawings are the manufacturer's or the contractor's drawn version of information shown in the construction documents utilizing that contractor or manufacturer's specific components and manufactured items. The shop drawings address the appearance, performance, and prescriptive descriptions in the specifications and construction drawings. The shop drawing often is more detailed than the information shown in the construction documents to give the architect and engineer the opportunity to review the fabricator's version of the product, prior to fabrication. References to the construction documents, drawings, and specifications assist the architect and engineer in their review of the shop drawings. Attachment of manufacturer's material specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany shop drawings. Because shop drawings facilitate the architect's and engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

3.9.2.3 Shop Drawing Requirements. The Contractor shall obtain and submit with shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

3.9.2.4 Not a Reproduction of Architectural or Engineering Drawings. The shop drawing are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the construction documents and details the fabrication and/or installation of the items to the manufacturer's production crew or contractor's installation crews.

3.9.2.5 Shop Drawings Engineering Requirements: Some shop drawings require an engineer stamp to be affixed on the drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp shop drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

3.9.2.6 DSA Approvals Required Prior to Work. No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 8.

3.9.2.7 Shop Drawing Identification. All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor..

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3.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals at Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's.

3.9.3.1 DSA Approvals Required Prior to Work. No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 8.

3.9.4 Submittals and Samples

3.9.4.1 Information Required with Submittals: Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the specification and addenda.

3.9.4.2 Description of use and performance characteristics: Information should be furnished describing the normal use and expected performance of the product. The architect and contractor reviews this information to confirm that the product is appropriate for the intended use.

3.9.4.3 Size and physical characteristics: The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the contractor and architect. The contractor has the most available information for comparing adjoining materials and equipment. The contractor also needs to know the size and weight of the equipment for lifting and handling considerations.

3.9.4.4 Finish characteristics: The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The contractor should confirm that finish requirements in the specification are being met by the product.

3.9.4.5 Contractor Responsible for jobsite dimensions: Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

3.9.4.6 Full Range of Samples Required. In case a considerable range of color, graining, texture, or other characteristics are anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products; and products delivered or erected without submittal and approval of a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications or Specification Section 1, samples shall be submitted in duplicate.

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3.9.4.7 Labeling of Samples. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.

3.9.4.8 Transmittal letter. All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.

3.9.4.9 Labels and Instructions. All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.9.4.10 Architect's Review. The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.

3.9.5 Submittal Submission Procedure

3.9.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Refer to Division 1. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the submittals, and in some cases reject submittals that do not conform to Contract requirements. Submittal Procedures for further information.

3.9.5.2 *Copies Required.* Each submittal shall include one (1) legible, reproducible document (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect. See also Division 1.

3.9.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor pursuant to Paragraph 4.5.

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3.9.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission or other submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.9.5.5 *District's Property.* All submittals, shop drawings, computer disks, BIM modeling information, clash checks, schedules, annotated specifications, samples and other submittals shall become the District's property upon receipt by the District or Architect.

3.9.6 **Schedule Requirements for Submittals**

Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and the Specifications (as long as the Specifications do not conflict with General Conditions. In the case of conflict, the conflicting provision shall be controlled by the General Conditions and the remaining specification sections shall be interpreted as if the general conditions language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception under Article 3.7.2.1. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with Division 1 and the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.

3.9.6.1 Consideration of Schedule. Contractor has considered lead times, DSA or other agency governmental review times, architect or engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

3.9.7 **General Submittal Requirements**

3.9.7.1 Contractor Submittal Representations. By submitting shop drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

3.9.7.2 Contractor Coordination. By submitting shop drawings, submittals, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, including the construction schedule. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each shop drawings:

"The [contractor] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop

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Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the Engineers on this Project.

Signature of Contractor and date”

3.9.7.3 No deviation from Contract Documents. The submission of the shop drawings, product data, samples, etc., shall not deviate from the *requirements* of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Paragraph 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the shop drawings. However, shop drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Paragraph 3.10.4, “Substitutions.”

3.9.7.4 Contractor Responsibility for Shop Drawings conformance to Contract Documents. Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents.

3.9.7.5 Incomplete submittals. Any submission, which in Architect’s opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor. Refer to Section 01 33 00 Submittal Procedures for additional information.

3.9.7.6 Shop Drawings and Submittals shall not be Used as a Method to Make a Substitution. Shop drawings and Submittals shall not be used as a means of requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the shop drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved plans and specifications, the Contractor is still responsible for the change and the Architect or the District may require the shop drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all costs under Article 4.5 and consequential damages associated with a CCD to revise plans and specifications to accommodate the deviation from approved plans and specifications.

3.9.7.7 Extent of Review. In reviewing shop drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect’s review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect’s attention to the deviations at the time of submission. The Architect’s review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and shop drawings and Work which is not indicated on the shop drawings at the time of submission of shop drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the submittals or Contract Documents.

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3.10 Substitutions

3.10.1 Definition. A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of this Article.

3.10.2 One Product Specified. Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words “or equal,” such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words “or equal.” Subject to the requirements of properly submitting a Substitution Request for as Addressed in Article 3.10.4, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Documents.

3.10.3 Products Specified Which are Commercially Unavailable. If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District’s discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, DSA review costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor’s pay request.

3.10.4 Substitution Request Form. Requests for substitutions of products, materials, or processes in place of a Specified Item must be in writing on the District’s Substitution Request Form (“Request Form”) at the time of submitting bids to the District, except as provided for in Paragraph 3.10.3.

The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality/service/ability to the Specified Item;
2. Will entail no changes in detail, construction, and scheduling of related work;
3. Will be acceptable in consideration of the required design and artistic effect;
4. Will provide no cost disadvantage to the District;
5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6. Will required no change of the construction schedule.

In completing the Request Form, the bidder must state, with respect to each requested substitution, whether the bidder will agree to provide the Specified Item in the event that the District denies the bidder’s request for such requested substitution. In the event that the bidder has agreed in the Request Form to provide the Specified Item and the District denies the bidder’s requested substitution for

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a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District.

After bids are opened, the apparent lowest bidder shall provide, within five (5) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Architect, CM and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District. Any request for substitution that is granted by the District shall be documented and processed through a Change Order. Contractor must submit a complete submittal of the requested substitution and a shop drawing showing configuration, dimensions, and other critical information associated with the substitution that meets the requirements of Article 3.9. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.

If the Architect and District accept a proposed substitution, the Contractor agrees to pay for all DSA costs, engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.

3.11 INTEGRATION OF WORK

3.11.1 Scope

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.11.2 Structural Members

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk and subject to replacement at its own expense without reimbursement under the Contract. Schedule delays resulting from Agency approvals for unauthorized work shall be the Contractor's responsibility.

3.11.3 Subsequent Removal

Permission to patch any areas or items of the Work shall not constitute a waiver of the District's or the Architect's right to require complete removal and replacement of the areas or items of the Work if,

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in the opinion of the Architect or the District, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents.

3.12 CLEANING UP

3.12.1 Contractor's Responsibility

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

3.12.1.1 General Final Clean-Up

Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

- (a) Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
- (b) Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.
- (c) Repair or replace any damaged materials. Replace any chipped or broken glass.
- (d) Remove any and all stains.
- (e) Remove labels that aren't permanent labels.
- (f) Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds
- (g) Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.
- (h) Remove temporary film that remains on any hardware, doors or other surfaces.
- (i) Seal the bottom and tops of all doors

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3.12.1.2 Special Clean-Up. In addition to the general cleaning, the following special cleaning shall be done at the completion of the work in accordance with the specifications including, but not limited to:

- (a) Remove putty stains from glazing, then wash and polish glazing.
- (b) Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
- (c) Remove temporary protection and clean and polish floors and waxed surfaces.
- (d) Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint
- (e) Wipe surfaces of mechanical and electrical equipment.
- (f) Remove spots, soil, plaster and paint from tile work, and wash tile.
- (g) Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
- (h) Vacuum-clean carpeted surfaces.
- (i) Remove debris from roofs, down spout and drainage system.

3.12.2 Failure to Cleanup

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 2.2 and seek a Deductive Change Order.

3.13 ACCESS TO WORK

The Contractor shall provide the District, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES AS ADDRESSED IN ARTICLE 6.

3.13.1 Special Inspection Out of State, Out of Country or Remote from Project.

If Contractor has a subcontractor or supplier that requires in plant or special inspections that are out of the Country, out of State, or a Distance of more than 200 miles from the Project site, the special inspector shall be provided access so the special inspection may occur in the remote location. Inspections shall occur during normal work hours. As more fully addressed in Article 4.3.6. Contractor, however, is responsible for the cost of travel, housing, food, or other expenses necessary to ensure proper inspection is provided by a DSA certified inspector or special inspector. In addition, if the DSA Certified Inspector or Special Inspector has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs.

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3.14 ROYALTIES AND PATENTS

3.14.1 Payment and indemnity for Infringement

Contractor shall hold and save the District and its officers, agents, and employees, the Construction Manager, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the District, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Architect, or the Architect's consultants.

3.14.2 Review

The review by the Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Contractor in violation of any patent or other rights of any person or entity.

3.15 INDEMNIFICATION

3.15.1 Contractor

Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section 3.15.1.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but

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not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, Architect or CM, or employees, on account of or founded upon any cause, damage, or injury identified herein Section 3.15.1 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its subcontractors contains provisions requiring the subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the language of 3.15.1.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

3.16 **SUBMISSION OF DAILY REPORTS**

3.16.1 **General**

By 10 am on the following business day, the Contractor shall submit a Daily Report to the Inspector and copy the Architect for the previous days Work. If there is a Construction Manager, the original daily report is to be provided to the Construction Manager and copies sent to the Architect and the Inspector. Daily Reports shall be prepared on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day. The District reserves the right to note inconsistencies or inaccuracies in the daily reports. In such cases, pertinent notes shall be entered by each party to explain points which cannot be resolved that day. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the Contractor.

3.16.2 **Labor**

The report required by Paragraph 3.16.1 shall show names of workers, classifications, hours worked and hourly rate. The locations where work occurred shall also be identified in the Daily Report. Project superintendent expenses are not allowed.

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3.16.3 Materials

The Daily Report required by Paragraph 3.16.1 shall describe and list quantities of materials used and unit costs.

3.16.4 Equipment

The Daily Report required by Paragraph 3.16.1 shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost. Move-on and move-off fees shall be noted.

3.16.5 Other Services and Expenditures

Other services and expenditures shall be described in the Daily Report in detail as the District requires.

3.16.6 Failure to Submit Daily Report

If Contractor does not submit its Daily Report by 10 am the next business day, the Inspector of Record shall prepare a Daily Report addressing each of the above items. The cost for the Inspector's services to prepare the Daily Report shall be addressed through a Deductive Change Order under Article 7.7.4.

3.17

ANNOTATED SPECIFICATIONS.

AS-BUILT DRAWINGS AND

Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

The Record Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the Record Drawings is a basis to withhold Progress Payments pursuant to Article 9.6.

3.17.1 Upon Beneficial Occupancy

Contractor shall obtain and pay for reproducible plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).

3.17.2 As-Built at Completion of Work

On completion of the Work and prior to Application for Final Payment, the Contractor will provide one **neatly prepared and** complete set of **As-Built** Drawings and Annotated Specifications to the District. **Contractor shall certify the As-Built as** a complete and accurate reflection of the actual construction conditions of the Work **by affixing a Stamp indicating the Drawings are As-Built and Certifying**

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Accuracy on the final set of As-Builts. Failure to deliver a complete Record Set of Drawings may result in significant withholdings to ensure work is properly documented. See Article 9.9.1.

3.17.3 Log of Control and Survey Documentation

Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Builts.

3.17.4 Record Coordinates for Key Items

Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes.

3.17.5 BIM As-Built Drawings

If BIM is utilized for the Project, then an electronic version of such As-Built Drawings and Annotated Specifications will be delivered to District (in an acceptable format to District).

3.18 EQUIPMENT MANUALS.

Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the District through the Architect.

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ARTICLE 4

ADMINISTRATION OF THE CONTRACT AND CLAIMS

4.1 **ARCHITECT**

4.1.1 **Replacement of Architect**

In the case of the termination of the Architect, the District may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be the same as that of the former architect.

4.2 **ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

4.2.1 **Status**

Pursuant to Titles 2 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et. seq. the Architect will provide administration of the Contract Documents and the Work, and will be the District's representative during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 **Site Visits**

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents.

4.2.3 **Limitations of Construction Responsibility**

The Architect, District and CM shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, District and CM shall not be responsible for the Contractor's, Subcontractors', material or equipment suppliers', or any other person's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect, District and CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, District or CM in the Architect, District or CM's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 **Communications Facilitating Contract Administration**

Except where a CM is on the Project, or as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the District and the Contractor shall communicate through the Architect. In the cases where a CM is hired for the Project, all communication shall be through the CM (unless otherwise directed) with copies to the District, Architect and Inspector.

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Where direct communication is necessary between the District and the Contractor, the District's communication shall be through the District's authorized designated person. The Architect and CM shall be promptly informed, and shall receive copies of all written communications. Contractor shall not rely upon any communications from the District that is not from the District's authorized designee. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material or equipment suppliers shall be through the Contractor. In the case where a CM is hired for the Project, the CM shall be the main point of contact for communication of information. Copies should be sent to the Architect, District Representative and Inspector.

4.2.5 Payment Applications

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9.3.4 and subject to the Inspector's review, (CM review, if applicable) and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the District's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

4.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the District that the District reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect (and/or CM) may recommend to the District that the District require additional inspection or testing of the Work in accordance with Paragraph 13.5, whether or not such Work is fabricated, installed, or completed. District may have Non-conforming work removed and replaced pursuant to Article 9.7. However, neither this authority of the Architect (or CM) nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect (or CM) to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

Contractor shall, without charge, replace or correct work found by the District to not be in conformance to contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

This section does not address a Notice of Non-compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 7.1.2.

4.2.7 Warranties upon Completion

The Architect (and where applicable CM), in conjunction with the Inspector will conduct field reviews of the Work to determine the date of Substantial Completion and of Completion, shall receive and forward to the District for the District's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment when the Architect believes the Work has been completed in compliance with the requirements of the Contract Documents (See Article 9.11 for Final Close out). The handling by the Architect (or where applicable CM) of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

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The Architect (and CM) will conduct a field review of the Contractor's Incomplete Punch Items (See Article 9.9.1) submitted upon Substantial Completion and one (1) follow-up Revision to Contractor's Incomplete Punch Items list. The cost incurred by the District for further field reviews or the preparation of multiple punch lists by the Architect shall be issued as a Deductive Change Order to the Contractor and deducted from the Final Payment or Retention. If Written Warranties are not provided at the time the Punch List is nearing completion, Architect (with recommendations from the CM and Inspector) shall determine the dollar value of the warranties and shall make recommendation for withholds necessary transfer such Warranty to the District for future use as part of the Punch List for the Project pursuant to Article 9.6.

4.2.8 Interpretation

The Architect will interpret and decide matters concerning performance and requirements of the Contract Documents. Architect shall make Clarifications as necessary to interpret the Contract Documents

4.3 PROJECT INSPECTOR

4.3.1 General

One or more project inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

4.3.2 Inspector's Duties and DSA Noted Timelines for Inspection

All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

4.3.3 Inspector's Authority to Reject or Stop Work

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees

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accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 Inspector's Facilities

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required. More specific requirements for the Inspector facilities may be further described under Division 1 of the Specifications.

4.3.5 Testing Times

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the work. An advanced timing protocol may be established pursuant to Article 4.3.2. If the Contractor is behind Schedule then it is incumbent on the Contractor to provide advance forecast through look aheads of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.

It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. Failure to plan, and pay (if applicable) for quicker delivery of Special Inspections may be counted as Float, but is not considered Governmental Delay Float under Article 8.1.4.

4.3.6 SPECIAL INSPECTION OUT OF STATE, OUT OF COUNTRY OR REMOTE FROM PROJECT

If Contractor has a subcontractor or supplier that requires in plant or special inspections that are out of the Country, out of State or a Distance of more than 200 miles from the Project site, the District shall provide the special inspector time for inspection during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, or other expenses necessary to ensure proper inspection is provided by a DSA certified inspector or special inspector. Arrangements for special inspection shall be made far enough in advance so as to not delay the Work.

4.4 STOP WORK ORDER

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to

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Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of Automatic Fire Sprinkler Systems without approved plans, covering Work that has not been approved by Inspector on DSA Project Inspection Card (Form 152),

4.5 **RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES**

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

- (a) Services made necessary by the default of the Contractor (Article 14 or Article 2.2).
- (b) Services made necessary due to the defects or deficiencies in the Work of the Contractor (Article 2.2 and Article 9.6).
- (c) Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. Issuance of the same RFI after receiving an answer from the Architect or Engineer
- (d) Review of Schedules that are provided by Contractor that do not Conform with the Requirements of Article 8.
- (e) Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice of Non-Compliance (Article 7.3).
- (f) Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal submittals are specifically agreed upon by District (Article 3.9)
- (g) Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- (h) Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to drawings, specifications, obtaining DSA approvals, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (Article 3.10)

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- (i) Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order process.
- (j) Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- (k) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- (l) Services in conjunction with more than one (1) re-review of submittals of shop drawings, product data, samples, RFI's etc.

4.6 DISPUTES AND CLAIMS

4.6.1 Decision of Architect

Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.6.2. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Paragraph 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 4.6.6 as to all such matters arising prior to the date Final Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has been completed. The decision by the Architect in response to a Dispute shall not be a condition precedent to the remedies under Paragraph 4.6.2 through 4.6.5 in the event: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 4.6.4 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Immediate Change Directive for which approval has not been provided.

4.6.2 Architect's Review

The Architect (and CM) will review Disputes and take one or more of the following preliminary actions within ten (10) days of receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the claim; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

4.6.2.1 Architectural Immunity

Architect Review of claims shall be impartial and meant to resolve Disputes. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the architect is provided a quasi-judicial immunity for interpreting and deciding Disputes between a District and Contractor.

4.6.3 Documentation if Resolved

If a Dispute has been resolved, the Architect (and/or Cm) will prepare or obtain appropriate documentation.

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4.6.4 Actions if Not Resolved

If a Dispute has not been resolved and all documentation requested pursuant to Paragraph 4.5.2 has been provided, the Contractor shall, within ten (10) days after the Architect's preliminary response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 4.6.2.

4.6.5 Architect's Written Decision

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) will notify the parties in writing that the Architect's decision will be made within twenty (20) days. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both. The Architect (or CM) may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 4.6.9

4.6.6 Continuing Contract Performance

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract. If the Dispute or Claim is not resolved, Contractor agrees it will neither rescind the contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before.

4.5.6.1 Submission of Individual Disputes to Arbitration. At the District's sole option, in order to more efficiently resolve claims pursuant to Government Code Section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution determined for each individual Dispute or Claim by Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Dispute or Claim.

4.6.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface

When any excavation or trenching extends greater than four feet below the surface or if any condition involving hazardous substances are encountered:

- (a) Immediately upon discovery, The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing, of the condition except:

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1. If such condition is a hazardous waste condition, Contractor's bid includes removal or disposal of hazardous substances. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice bulletin procedures of Article 7 apply.
2. Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, Soils Report, and from Contractor's own investigation under Article 2.1.2.
3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

(b) The public entity shall investigate the conditions, and if District finds that the conditions do materially so differ, do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order or construction change directive under the procedures described in the Contract.

(c) In the event that a dispute arises between the public entity or District and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.6.8 Dispute Concerning Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Paragraph 8.4. Upon completion of the procedures set forth under Paragraph 8.4, Contractor must then comply with the requirements in this Article including those set forth under Paragraph 4.6.9.

4.6.9 Claims Procedures.

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements of Article 4.6 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 13.11 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

4.6.9.1 Procedure applicable to all Claims:

(a) Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not

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otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. (If the Claim is for damages associated with a DSA Stop Work Order that does not arise from an error or omission on the part of the Public Board, Public Body, or School District Authorized Representative or Officer, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 8.1.4.1.))

(b) Filing Claim is Not Basis To Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all claims that may arise during the performance of the Work covered by this contract.

(c) Claim Notification:

The Contractor shall within seven (7) calendar days after the Written Decision of the Architect, or if the time period for Architect's Decision has passed under Article 4.4.6.1, submit a notification, in writing, with the District (and the District's CM) stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the Written Decision of the Architect or the passage of time under Article 4.4.6, the Contractor shall be deemed to have waived all right to assert the claim, and the claim shall be denied. Claims submitted after the final payment date shall also be considered null and void by the District. All claims shall be reviewed pursuant to Paragraph 4.6.1, 4.6.2, and 4.6.5.

(d) Formal Claim Submission: If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before final payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.

(e) Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:

1. Cover letter.
2. Summary of factual basis of claim and amount of claim.
3. Summary of the basis of the claim, including the specific clause and section under the Contract under which the claim is made.
4. Documents relating to the claim, including:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (RFI's)

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- d. Other relevant information
- e. Analysis of claim merit.
- f. Analysis of claim cost.
- g. For claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path.
- h. Certification.
- i. Chronology of events and related correspondence.
- j. Daily reports and logs.
 - (c) If the Daily Reports or Logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- k. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or schedule of values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated metadata).
 - (a) The meta data and bid information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid documentation should remain intact and available for review and inspection in case of this type of increased cost claim.
 - (b) This data on the bid shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
 - (c) If the bid documentation is not available, lost or destroyed, there shall be a presumption that the lost bid documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.

(f) Certification: The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:

- 1. That the Contractor has reviewed the claim and that such claim is made in good faith;
- 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
- 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
- 4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.

(g) Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(h) Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to provide the written basis of the claim and certification as set forth herein.

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(i) District (through CM or District's Agent or Attorney) May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the claim or documentation relating to defenses to the claim which the District may assert.

4.6.9.2 Claims Procedures in Addition to Government Code Claim. Nothing in the claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

4.6.9.3 Binding Arbitration of Individual Claim Issues. To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the District's sole option, the District may submit individual disputes, or claims, to binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized, such resolution is a full and final resolution of the particular Claim or Dispute. Under no circumstances may the Contractor stop work, rescind its contract or otherwise slow the progress of Work during resolution of individual claims in binding Arbitration.

4.6.9.4 Resolution of Disputes in Court of Competent Jurisdiction. If Claims are not resolved under the procedure set forth and pursuant to Article 4.5.9.3, such claim or controversy shall be submitted to a court in the county of competent jurisdiction after the Project has been completed, and not before. Prior to the filing of any such action in accordance with this Paragraph, the Contractor shall comply with the requirements set forth in Government Code section 900 et seq.

4.6.9.5 Warranties, Guarantees and Obligations. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

GENERAL CONDITIONS

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.1.2 Subcontractor Licenses

All subcontractors shall be properly licensed by the California State Licensing Board at the time bids are opened by the District.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et. seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract and other contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

- (a) Such assignment is effective only after termination of this contract with the Contractor by the District as provided under Article 14 and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and
- (b) Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.

The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

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ARTICLE 6

CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 **Separate Contracts.**

(a) District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

(b) If any part of Contractor's Work depends on proper execution or results of any other contractor, the Contractor shall inspect and within seven (7) days or less, report to Architect, in writing, any defects in such work that render it unsuitable for proper execution of Contractor's work. Contractor will be held accountable for damages to District for that work which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of other contractors' work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of Contractor's work.

(c) To ensure proper execution of its subsequent Work, Contractor shall measure and inspect Work already in place and shall at once report to the Architect in writing any discrepancy between executed Work as built and the Contract Documents.

(d) Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such work on Contractor's schedule.

(e) Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor's performance of its contract, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether work can be coordinated so that contractors may proceed simultaneously.

(f) District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc).

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES BASED ON DOCUMENTATION PROVIDED WITH THIS BID OR DISCUSSED AT THE JOB WALK. CONTRACTOR HAS MADE ALLOWANCE FOR ANY DELAYS OR DAMAGES WHICH MAY ARISE FROM COORDINATION WITH CONTRACTORS REQUIRED FOR OTHER PHASES. IF ANY DELAYS SHOULD ARISE FROM ANOTHER CONTRACTOR WORKING ON A DIFFERENT PHASE, CONTRACTOR'S

GENERAL CONDITIONS

SOLE REMEDY FOR DAMAGES, INCLUDING DELAY DAMAGES, SHALL BE AGAINST THE CONTRACTOR WHO CAUSED SUCH DAMAGE AND NOT THE DISTRICT. CONTRACTOR SHALL PROVIDE ACCESS TO OTHER CONTRACTORS FOR OTHER PHASES AS NECESSARY TO PREVENT DELAYS AND DAMAGES TO OTHER CONTRACTORS WORKING ON OTHER PHASES OF CONSTRUCTION.

6.1.2 District's Right to Carry Out the Work

See Paragraph 2.2.

6.1.3 Designation as Contractor

When separate contracts are awarded to contractors on the Project Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate District/Contractor Agreement.

6.1.4 Contractor Duties

The Contractor shall have overall responsibility to reasonably coordinate and schedule Contractor's activities with the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the District until subsequently revised. Additionally, Contractor shall coordinate with Architect and District inspector to ensure timely and proper progress of work.

6.2 CONSTRUCTIVE OWNERSHIP OF PROJECT SITE AND MATERIAL

Upon commencement of Work, the Contractor becomes the constructive owner of the entire site, improvements, material and equipment on Project site. Contractor must ensure proper safety and storage of all materials and assumes responsibility as if Contractor was the owner of the Project site. All risk of loss or damage shall be borne by Contractor during the Work until the date of Completion. As construction owner, Contractor must carry adequate insurance in case of calamity and is not entitled to rely on the insurance requirements as set forth in this agreement as being adequate coverage in case of calamity.

6.3 DISTRICT'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.12, the District may clean up and allocate the cost among those it deems responsible.

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ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes without Authorization

There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 7, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the District's Governing Board, the Architect, and the Contractor.

Should any Change Order result in an increase in the Contract price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code Section 20118.4 (Please check with the District since there are different interpretations of the limitations of Public Contract Code Section 20118.4 depending on the County the Project is located). In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any claim of additional compensation for such additional work and Contractor takes the risk that a Notice of Non-Compliance may issue, a critical path Project delay may occur, and the Contractor will also be responsible for the cost of preparation and DSA CCD review fees for a corrective DSA approved Construction Change Directive.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

7.1.2 Notices of Non-Compliance

Contractor deviation or changes from approved plans and specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the plans and specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Directive to correct the Notice of Non-Compliance. (See Article 7.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of work

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on the Project. Specifically, a deviation from approved plans and specifications may prevent approval of the category of work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved plans and specifications shall be the Contractor's responsibility.

7.1.3 Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

- (a) A description of a change in the Work;
- (b) The amount of the adjustment in the Contract Sum, if any; and
- (c) The extent of the adjustment in the Contract Time, if any.

A CO may be comprised of ICD's, Response to RFP's and COR's

7.3 CONSTRUCTION CHANGE DIRECTIVE (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

7.3.1 Definitions

7.3.1.1 Construction Change Directive (CCD): A Construction Change Directive is a DSA term that is utilized to address changes to the DSA approved plans and specifications. There are two types of Construction Change Directives. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

7.3.1.2 Immediate Change Directive (ICD)

An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

IN THE CASE OF AN IMMEDIATE CHANGE DIRECTIVE BEING ISSUED, CONTRACTOR MUST COMMENCE WORK IMMEDIATELY OR DELAYS FROM FAILURE TO PERFORM THE ICD SHALL BE THE RESPONSIBILITY OF CONTRACTOR AND THE FAILURE TO MOVE FORWARD WITH WORK IMMEDIATELY SHALL ALSO BE GROUNDS FOR TERMINATION UNDER ARTICLE 14.

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Except in the case where an RFP has been issued by the Architect or Owner on the exact subject of an ICD that has been issued, any dispute as to the ICD terms, value, time or other issues shall be reserved within ten (10) days written notice after issuance of an ICD pursuant to Paragraph 7.6. An ICD does not automatically trigger an Article 7.6 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 7.6 and 4.6 where applicable.

Refer to Division 1 for a copy of the proposed Immediate Change Directive form.

7.3.2 Use to Direct Change

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contractor may prepare a COR associated with the ICD pursuant to Article 7. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the work under Article 2.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

7.3.3 ICD Issued over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

7.3.3.1 Contractor Compliance with all Aspects of an ICD.

Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the work pursuant to the ICD. Failure to follow the ICD may be subject to a Notice of Non-Compliance or the deduction of the ICD work pursuant to Article 2.2 or Termination of the Contractor pursuant to Article 14. District acknowledges that if the DSA CCD review results in a change to the CCD so the ICD may be subject to DSA required revision. In such case, there may be a cost that may be incurred by the District if the DSA approval is different than that shown in the ICD. Except in the case where a ICD for a CCD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, the District acknowledges that there may be a DSA change to the CCD that is subject to a COR, RFP, or CO pursuant to Article 7.6 which must be submitted within 10 days after the DSA change occurs. In the case of a Contractor Deficiency or a Contractor caused notice of Non-Compliance, see Article 7.3.3.3.

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7.3.3.2 Exception in the Case of DSA Issued Stop Work Order.

Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.

7.3.3.3 ICD due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.

If an ICD is issued correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all costs incurred to correct the deficiency, including any Architect and/or Engineer design costs, Inspector Review and overtime (if applicable) and DSA CCD review costs shall be the Contractor's responsibility and shall be the subject of a Deductive Change Order. Consequential damages may also include Liquidated Damages.

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 Definition

An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

7.4.1.1 An RFI shall not be used as a vehicle to generate time extensions.

7.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

7.4.1.3 An RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

7.4.1.4 RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

7.4.2 Scope

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

7.4.3 Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the

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Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 4.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 Definition

An RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 7.5. A form RFP is included in the Division 1 documents.

7.5.2 Scope

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by Paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.5.3 Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the District and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

7.6.2 Changes in Price

A COR shall include breakdowns per Paragraph 7.7 to validate any change in Contract Price due to proposed change or claim.

7.6.3 Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. Any additional time requested shall not be the number of days to make the proposed

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change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragnet showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7 **COST OF CHANGE ORDERS**

7.7.1 **Scope**

Within ten (10) days after a request is made for a change that impacts the Contract Sum as defined in Paragraph 9.1, the critical path, or the Contract Time as defined in Paragraph 8.1.1, the Contractor shall provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Directive.

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or Construction Change Directives from time to time during the progress of the Project, contract sum being adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a "time and material" basis with adjustments to time made after Contractor has justified through documentation the impact on the critical path of the Project.

7.7.2 **Determination of Cost**

The amount of the increase or decrease in the Contract Price from a CO or COR, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

(a) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit pursuant to Paragraph 7.7.3. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et. seq.);

(1) If the District objects to 7.7.2(a) as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the District may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Paragraph 7.7.2(d) or 7.7.3.

(2) Once the District provides a written objection to use of Article 7.7.2(a) due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 7.7.2(d) or 7.7.3.

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- (b) By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;
- (c) Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under section 7.7.3; or
- (d) By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. Basis for Establishing Costs

a. Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b. Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.

c. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra Work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the Work Site, it shall be returned unless the Contractor elects to keep it at the Work Site at no expense to the District.

All equipment shall be acceptable to the Inspector, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings

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and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d. Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

e. Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

7.7.3 Format for COR or CO's

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor. Refer to Division 1 for a copy of the Construction Change Order form.

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Labor (attach itemized hours and rates)	_____	_____
(c) Equipment (attach invoices)	_____	_____
(d) Subtotal	_____	_____
(e) If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Sub-contractor, not to exceed fifteen percent (15%) of item (d).	_____	_____

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		<u>EXTRA</u>	<u>CREDIT</u>
(f)	Liability and Property Damage Insurance, Worker's, Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2% - with a wage ceiling of \$84,900; Medicare @ 1.45% - no wage ceiling; FUTA @ .8% - with a wage ceiling of \$7,000; ETT and SUI @ 2.3% - with a wage ceiling of \$7,000; Workers' Compensation @ 5.94% ; Liability and Property Damage @ 2.5% . Total not-to-exceed is 19.19%. <i>(Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).</i>		
(g)	Subtotal		
(h)	General Contractor's Overhead and Profit: Not to exceed fifteen percent (15%) of Item (g) if Contractor performed the Work. No more than five percent (5%) of Item (g) if Subcontractor performed the Work. If Work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed fifteen percent (15%) if Item (g), and portions performed by Subcontractor shall not exceed five percent (5%) of Item (g)		
(i)	Subtotal		
(j)	Bond not to exceed one percent (1%) of Item (g)		
(k)	TOTAL		
(l)	Time		

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the District.

GENERAL CONDITIONS

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

7.7.3.1 Adjustment for Time and Compensable Delay

A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragnet showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 7.7.3 setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive Change Order, Contractor will be allowed a maximum of 5% total profit and overhead. If subcontractor work is involved, subcontractors shall be entitled to a maximum of 5% profit and overhead on the deducted work. Any deviation from this Article shall not be allowed.

For items where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 2.2 or Article 9.6, there shall be no mark-up.

District may, any time after a Deductive Change Order is presented to Contractor by District for items under Article 2.2 or Article 9.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

7.7.5 Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

7.7.6 Accounting Records

With respect to portions of the Work performed by COs and Construction Change Directives on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records in a format consistent with accepted accounting standards and satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

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Any Time and Material Charges shall require Inspector's signature on Time and Material cards showing the hours worked and the work actually completed.

7.7.7 Notice Required

If the Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6. No claim or Dispute shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a CO.

7.7.8 Applicability to Subcontractors

Any requirements under this Article 7 shall be equally applicable to CO's, COR's or ICD's issued to Subcontractors by the Contractor to the same extent required by the Contractor.

7.7.9 Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Paragraph 7.7.7 and Paragraph 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a Fragnet showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

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ARTICLE 8

TIME AND SCHEDULE

8.1 DEFINITIONS

8.1.1 **Contract Time**

Contractor shall perform and complete all Work under this Contract within the time specified in the Agreement Form. Moreover, Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or Project milestones developed pursuant to the provisions of the Contract including, but not limited to the Project Schedule set forth in the Specifications. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 8.3.2.1 and as otherwise specifically noted in Article 8.

8.1.2 **Notice to Proceed**

District may give a notice to proceed within ninety (90) days of the award of the bid by District. Once Contractor has received the notice to proceed, Contractor shall complete the Work in the period of time referenced in the Contract Documents.

In the event that District desires to postpone the giving of the notice to proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the giving of the date to proceed may be postponed by District. It is further expressly understood by Contractor, that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the giving of the notice to proceed

If the Contractor believes that a postponement will cause a hardship to Contractor, Contractor may terminate the contract with written notice to District within 10 days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and the grounds for notification and hardship shall be subject to Audit pursuant to Article 13.11. Should Contractor terminate the contract as a result of a notice of postponement, District may award the contract to the next lowest responsible bidder.

8.1.3 **Computation of Time**

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.4 **Float**

Float is time the total number of days an activity may be extended or delayed without delaying the completion date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. Project Float and Rain Days may be utilized as necessary during the Project once the days become available for consumption (i.e. the rain day arrives and is not utilized since rain did not occur or work was performed on the interior of a building). However, Governmental Delay float shall not be utilized for purposes other than to address critical path delays that arise due to approvals, inspector approvals or verifications on governmental forms.

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8.1.4.1 Governmental Delay Float. It is anticipated that for Projects there will be governmental generated delays. Specific to DSA approvals, it is anticipated that no less than 25 days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed 25 days per one year period, but Contractor is required to include not be less than 25 days of Governmental Delay Float during each one year period.

Contractor's failure to establish a protocol for requesting inspections is not grounds to utilize Governmental Delay Float. As noted in Article 3.1.4, 48 hours advance notice of commencing work on a new area is required after submitting form DSA 156 and under PR 13-01 Special Inspection reports are not required to be posted until at least 14 days after the work was inspected. Failure to plan, and pay (if applicable) for quicker delivery of Special Inspections may be counted as Float, but cannot be counted as Governmental Delay Float under Article 8.1.4 until and unless the Governmental Delay float is not needed for Governmental Related delays. If other Float is available, Contractor may utilize other Float on the Project.

If Governmental Delay Float is not utilized, this float is carried through to other DSA 152 categories of inspection and consumed over the course of the Project

Governmental Delay Float may be utilized for a DSA Stop Work Order regardless of fault as defined under Education Code Section 17307.5(b).

8.1.4.2 Inclement Weather (Rain Days)

The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. No less than 22 calendar days for each Calendar year for Southern California will be allotted for in the contractor's schedule for each winter weather period which is defined as the months, in aggregate of October, November, December, January, February and March. Float for weather days in other geographical regions shall be adjusted based on NOAA weather data for the geographical location. Contractor has anticipated all the days it takes to dry out and re-prepare areas that may be affected by weather delays which extend beyond the actual weather days. For example, if site work is occurring and a rain day occurs where no work can occur, there may be another three calendar days to re-prepare the site due to mud from the single day of rain. Since the days required for rain depends on the work that is occurring at the time, Contractor has incorporated an adequate amount of days to address any days that may be required due to a single rain day. The weather days shall be shown on the schedule and if not used will become float for the Project's use. The Contractor will not be allowed a day-for-day weather delay for periods noted as Float in the Schedule associated with the NOAA weather data during any period addressed in this section for weather except after all the float for the year has been used and only if there are days that are inclement and in excess of the 22 (or other applicable geographical rain days) inclusive of mud or much out days. The Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather.

If the weather is unusually severe in excess of the NOAA data norm and prevents the Contractor from beginning work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a

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result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.

8.1.4.3 Project Float. The Contractor may determine some activities require a lesser duration than allocated and may set aside float in the Project Schedule. There shall be no early completion. Instead, to the extent float is either addressed at the end of the project or throughout each category of critical path work, Project float may be used as necessary during the course of the Project and allocated on a first, come first serve basis. However, the use of float does not extend to Governmental Delay Float, which shall only be used for Governmental Delays.

8.2 HOURS OF WORK

8.2.1 Sufficient Forces

Contractors and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

8.2.3 Costs for After Hours Inspections

If the Work done after hours is required by the Contract Documents, a Recovery Schedule, or as a result of the Contractor's failure to plan, and inspecting must be undertaken outside the Inspector's regular working hours, the costs of any after hour inspections, shall be borne by the Contractor.

If the District allows the Contractor to do Work outside regular working hours for the Contractor's convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order shall be issued from the next Progress Payment.

If the Contractor elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order from the next Progress Payment as a Deductive Change Order.

8.3 PROGRESS AND COMPLETION

8.3.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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8.3.2 Baseline Schedule Requirements

- (a) Timing: Within ten (10) calendar days after being awarded the contract, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Schedule. If the Contractor Fails to submit the Baseline Schedule with the ten (10) days noted then District may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.
- (b) District review and approval: District will review Baseline Schedule and note comments under Article 8.3.2(g) or as otherwise noted in this Article and either approve or disapprove the schedule.
- (c) Schedule Must be Within the Given Contract Time. The schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.
- (d) Submittals Must be Incorporated (See Article 8.3.2.1): Failure to submit a schedule or submittal of a schedule which shows completion of the Work beyond the specified completion date shall be deemed a material breach by the Contractor. Failure to submit a schedule which incorporates all the requirements of the schedule under this Contractor and/or failure to address the comments to the schedule from Architect, District or Inspector shall be grounds for termination for material breach, but shall also be representative of a failure of the Contractor to comply with the requirements for a Schedule and should be grounds for termination.
- (e) Float must be Incorporated: The schedule must indicate the beginning and completion of all phases of construction and shall use the "critical path method" (commonly called CPM) for the value reporting, planning and scheduling, of all Work required under the Contract Documents. The schedule must incorporate all Milestones in the Project, apply Governmental Float at each milestone in the Contractor's discretion. The Baseline Schedule shall incorporate any schedule provided by the District as part of the bid and shall note durations that will not be adequate or should be shortened based on Contractor's Review. These changes shall be identified and incorporated into Contractor's baseline schedule as long as requested changes are made within 10 days after the District chooses to move forward with the Project. Scheduling is necessary for the District's adequate monitoring of the progress of the Work and shall be prepared in accordance with the time frame described in Article 8 of the General Conditions. The architect may disapprove of any schedule or require modification to it if, in the opinion of the Architect or District, adherence to the progress schedule will not cause the Work to be completed in accordance with the Agreement.
- (f) No Early Completion. Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by District. Contractor's schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.
- (f) Use of Schedule Provided in Bid Documents. In some cases, the Bid will include a preliminary schedule indicating milestones and construction sequences for the project along with general timing for the Project. The preliminary schedule is not intended to serve as the baseline schedule utilized for construction. It is up to the Contractor to study and develop a Baseline

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schedule to address the actual durations and sequences of work that is anticipated while maintaining the milestones provided by the District. Contract shall obtain information from Contractor's subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of subcontractors so a practical plan of work is fully developed and represented in the Baseline Schedule.

(g) Incorrect Logic, Durations, Sequences, or Critical Path. The District may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. Contractor is to diligently rebuild and resubmit the schedule to represent the Contractor's plan to complete the work and maintain milestones at the next Progress meeting, or before the next progress meeting. If Contractor is not able to build a schedule that is acceptable to the District or Architect, the District does reserve the right to utilize the Originally submitted Baseline and the comments submitted to hold Contractor accountable for timely delivery of Work and maintenance of Milestones. Furthermore, Contractor's representations in Baseline, if unacceptable, may also be used as a basis for termination of the Contract under Article 14 if Contractor fails to adequately maintain the schedule and falls significantly behind without undertaking the efforts to either submit and follow a recovery schedule or fail to submit a recovery schedule and make no effort toward recovery on the Project.

(h) Contractor Responsibility Even if Schedule Issues are not Discovered. Failure on the Part of the District to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not a grounds for a time extension.

8.3.2.1 Inclusions in Baseline Schedule

In addition to Scheduling requirements set forth at Article 8.3.2, Contractor is specifically directed to include broken out separately in Contractor's Baseline Schedule and all Schedule updates that provide for the following items required pursuant to these General Conditions, including but not limited to:

(a) Rain Day Float (excluding inclement weather) as required under Article 8.1.4.2. For example, if the NOAA provides 22 days of rain days, all 22 days must be incorporated and noted in the schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.

(b) Governmental Delay Float under Article 8.1.4.1. This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall only be distributed to the Project upon the completion of the Project and shall be used to offset liquidated damages and shall not generate compensable delays.

(c) Submittal and Shop drawing schedule under Article 3.10.

(d) Deferred Approvals under Article 3.11

(d) Punch List pursuant to the requirements of Article 9.9.

(e) Time for separate contractors, including furniture installation and start up activities, under Article 6.1

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(f) Coordination and timing of any drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 2.1.4.

(g) Testing, special events, or school activities

8.3.2.2 Failure to include Mandatory Schedule Items:

District may withhold payment pursuant to Article 9.3, 9.4 and 9.6. In lieu of withholding payment for failure to include Mandatory Schedule Items, after the District or Architect has notified the Contractor of failure to meet the Baseline Schedule or Updated Schedule Requirements and provided a written notification of this failure and provided a written notice of schedule preparation errors under Article 8.3.2(g), and the Contractor fails to correct the noted deficiencies or the Contractor does not provide an updated schedule correcting the deficiencies, then Contractor shall not be granted an extension of time for failure to obtain necessary items and approvals under Article 8.3.2.1 and for the time required for failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall maintain all required 8.3.2.1 schedule items in the Baseline Schedule and indicate any days that have been used as allowed in Article 8. If Contractor fails to include 8.3.2.1 items in its Baseline Schedule or Schedule Updates and the District either utilizes and Unapproved Schedule under Article 8.3.2.3 or does not object to the inclusion of required scheduling items, then all mandatory schedule inclusions, including float, shall be utilized in the District's discretion. If the Contract Time is exceeded, then Contractor shall be subject to the assessment of liquidated damages pursuant to Article 8.4.

8.3.2.3 Failure to Meet Requirements

Failure of the Contractor to provide proper schedules as required by this Article and Article 9 is a material breach of the contract and grounds for termination pursuant to Article 14. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any progress payments or retention amounts otherwise payable to the Contractor.

8.3.2.4 Use of an Unapproved Baseline Schedule

If Schedule Submitted is unacceptable to the District and Contractor does not incorporate or address the written comments to the schedule and a baseline schedule is not approved, but due to extreme necessity, the District moves forward without an approved schedule, Contractor shall diligently revise and meet schedule requirements of Article 8. However, for purposes of Termination pursuant to Article 14, the Schedule initially submitted shall be treated as a Baseline Schedule with durations shortened to accommodate all Float and other mandatory Schedule Requirements under Article 8.3.2.1

8.3.3 **Update Schedules**

8.3.3.1 Updates Shall be Based on Approved Baseline Schedule. After there has been agreement as to the Baseline schedule, This baseline schedule shall be used to build future schedule updates. Schedule Updates shall be a CPM based schedule consistent with the Baseline Schedule Requirements of 8.3.2.

8.3.3.2 Schedule Updates. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of work items

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8.3.3.3 Listing of Items Causing Delays. Schedule Updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule.

8.3.3.4 Recovery Schedule: In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or District, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the completion date, or the milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a Recovery Schedule showing how Milestones and the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or District.

8.3.3.5 The District may require a Recovery Schedule showing how the Project shall be accelerated, without any additional cost to the District. The District may order, without additional cost, the following:

- (a) Increase the number of shifts
- (b) Utilize Overtime to recover the schedule
- (c) Increase the days when work occurs, including weekends, at the Project and at any manufacturer's plant.

If Contractor Disputes that the Recovery Schedule shall be issued without additional costs, the Contractor shall submit concurrent with Recovery Schedule notice pursuant to Article 8.4.3 and 8.4.5.

8.3.3.6 Architect or District (and/or CM), consider the completion date to be in jeopardy because of "activities behind schedule." The additional schedule shall include a new arrow or precedence diagram and schedule reports conforming to the requirements above, designed to show how the Contractor intends to accomplish the Work to meet the completion date. The form and method employed by the Contractor shall be the same as for the original initial schedule. The Contractor shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. If Contractor submits a revised schedule showing an earlier completion date for the Project, Architect's acceptance of this revised schedule shall not entitle Contractor to any delay claim or damages due to any such revised schedule

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 LIQUIDATED DAMAGES

CONTRACTOR AND DISTRICT HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT IF EITHER ANY INDIVIDUAL ACTIVITY DURATION EXCEEDS THE TIME INDICATED FOR

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THAT ACTIVITY ON THE PROJECT CONSTRUCTION SCHEDULE WHICH RESULTS IN THE DELAY TO THE CONTRACT TIME (WHICH CAN BE MEASURED FROM MILESTONES FOR THE PROJECT) OR IF THE PROJECT FAILS TO REACH SUBSTANTIAL COMPLETION WITHIN THE CONTRACT TIME PLUS ANY AUTHORIZED EXTENSIONS AND APPLICATION OF UNUSED FLOAT AND UNUSED GOVERNMENTAL DELAY FLOAT, A CONTRACTOR SHALL PAY TO THE OWNER THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN COMPLETION. ANY LIQUIDATED DAMAGES RECOVERED BY THE DISTRICT SHALL NOT, HOWEVER, LIMIT THE DISTRICT'S RIGHT TO SEPARATELY RECOVER ANY ACTUAL OUT-OF-POCKET DAMAGES IT SUFFERS DUE TO CONTRACTOR'S DELAY. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

8.4.2 Delay

Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Contractor Agrees:

- (1) to bear the risk of delays to completion of the Work; and
- (2) That Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of delays to completion of the Work, Contractor understands that, except and only to the extent provided otherwise in Article 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment to the Contract time.

8.4.2 Excusable Delay

Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its subcontractors, arising from Rain Float or Project Float, including acts of God, as defined in Public Contract Code Section 7107, acts of enemy, epidemics and quarantine restrictions. Contractor shall within five (5) calendar days of beginning of any such delay notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted after proper compliance with Article 8.3 requiring preparation and submission of a properly prepared CPM schedule.

8.4.2.1 Excusable Delay is not Compensable. No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule.

8.4.2.2 Notification. The Contractor shall notify the Architect in writing of any anticipated delay and its cause, in order that the Architect may take immediate steps to prevent, if possible, the occurrence or continuance of delay, and may determine whether the delay is to be considered avoidable or

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unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

8.4.2.3 Extension Request. In the event the Contractor requests an extension of Contract time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in work (See Article 7). When requesting time, i.e., extensions, for proposed Change Orders, they must be submitted with the proposed Change Order with full justification and documentation. If the Contractor fails to submit justification with the proposed Change Order it waives its right to a time extension at a later date. Such justification must be based on the official Contract schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of work. The justification must include, but is not limited to, the following information:

- (a) The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- (b) Logical ties to the official Baseline Schedule or Approved Updated Schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay. (A fragment of any delay of over ten (10) days must be provided.)

The Contractor and District understand and expressly agree that insofar as Public Contract Code Section 7102 may apply to changes in the Work or delays under this contract, the actual delays and damages, if any, and time extensions are intended to, and shall provide, the exclusive and full method of compensation for changes in the Work and construction delays.

8.4.3 Notice by Contractor Required

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. In the case of a Recovery Schedule pursuant to Article 8.3.3.4, Contractor shall submit Notice concurrent with the Recovery Schedule. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under Paragraph 8.4.2 for Excusable Delays shall be an extension of the Contract Time at no cost to the District.

Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.3.1 Adjustment for Compensable Delays: The Schedule may be adjusted for a delay if, and only if, Contractor undertakes the following:

- (a) Contractor submits a timely COR or CO pursuant to the requirements of Article 7.
- (b) Contractor submits a fragnet showing the critical path delay caused by the COR, CO, Changed Condition, CCD, or ICD
- (c) Contractor has addressed all Float days set forth in Article 8.4.1 in the Fragnet.

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- (d) Contractor submits a complete breakdown of all costs incurred utilizing the format of Article 7.3.3

8.4.4 No Additional Compensation for Delays within Contractor's Control

CONTRACTOR IS AWARE THAT GOVERNMENTAL AGENCIES, SUCH AS THE DEPARTMENT OF GENERAL SERVICES, DIVISION OF STATE ARCHITECT, GAS COMPANIES, ELECTRICAL UTILITY COMPANIES, WATER DISTRICTS AND OTHER AGENCIES MAY HAVE TO APPROVE CONTRACTOR PREPARED DRAWINGS OR APPROVE A PROPOSED INSTALLATION. CONTRACTOR HAS INCLUDED DELAYS AND DAMAGES WHICH MAY BE CAUSED BY SUCH AGENCIES IN CONTRACTOR'S BID AND HAS INCLUDED ADEQUATE TIME AS FLOAT SPECIFICALLY DESIGNATED FOR GOVERNMENTAL AGENCY REVIEW, APPROVALS, AND ANY ASSOCIATED DELAYS. FLOAT DESIGNATED FOR GOVERNMENTAL AGENCIES IS FURTHER DETAILED FURTHER IN THIS ARTICLE. THUS, CONTRACTOR IS NOT ENTITLED TO MAKE CLAIM UPON THE DISTRICT FOR DAMAGES OR DELAYS ARISING FROM THE DELAYS CAUSED BY SUCH AGENCIES TO THE EXTENT THAT CONTRACTOR HAS ADDRESSED SUCH DELAYS WITHIN ANTICIPATED GOVERNMENTAL AGENCY FLOAT AS SET FORTH IN ARTICLE 8.1.4.1. FURTHERMORE, THE CONTRACTOR HAS SCHEDULED FOR SUCH DELAYS AND IS NOT ENTITLED TO AN EXTENSION OF TIME FOR DELAYS CAUSED BY GOVERNMENTAL AGENCIES WHICH CONTRACTOR MUST OBTAIN APPROVALS FROM AND, THUS, CONTRACTOR IS NOT ENTITLED TO AN EXTENSION OF TIME.

8.4.5 District Right to Accelerate the Work

The District may direct the Contractor to meet schedule requirements when the work has been delayed when such delay would in either Excusable Delay or Compensable Delay. The District shall compensate the Contractor for the additional costs incurred by acceleration to the extent that such costs are directly attributable to the acceleration and are incurred through no fault or negligence of the Contractor.

8.4.5.1 Management of Acceleration.

Contractor acceleration shall not include work that is part of the scope of work detailed in the Plans and Specifications. Instead, the acceleration costs shall be premium or overtime and quantifiable additional work added to the Project meant to accelerate the Project. Contractor is directed to keep consistent crews on the Project so time can be tracked. If crews are circulated off the Project or crews brought in only for overtime, the District may be charged for Contract work and not accelerated time. In such case, the District may object to the costs submitted.

8.4.5.2 Costs for Acceleration

Cost for Acceleration shall be supported by backup documentation and submitted pursuant to Article 7.7.

GENERAL CONDITIONS

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 Required Information

Contractor shall furnish the following:

- (a) Within ten (10) days of the award of the Contract, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values") for each Project, Site, building, milestone or other meaningful method to measure the level of Project Completion as determined by the District shall be submitted as a Submittal for the Project.;
- (b) Within ten (10) days of the award of the Contract, a schedule of estimated monthly payment requests due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the District may require;
- (c) Within ten (10) days of the award of the Contract, the name, address, telephone number, telecopier number, California State Contractors License number, classification and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

9.2.2 Information and Preparation of Schedule of Values

- 9.2.2.1 Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District.
- 9.2.2.2 The Schedule of Values shall be based on the costs from Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.
- 9.2.2.3 Allowances: Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.
- 9.2.2.4 Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

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9.2.3 District Approval Required

The District shall review all submissions received pursuant to Paragraph 9.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

9.3 PROGRESS PAYMENTS

9.3.1 Payments to Contractor

Unless there is a resolution indicating that the Work for the Project is sufficiently complex, within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. In the case of a Project designated sufficiently complex, the sum paid to the contractor shall be equal to ninety percent (90%) of the value of the Work performed (as certified by the Architect and Inspector and verified by Contractor). The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the final payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

- (a) The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars (\$25,000) at any time or as otherwise agreed to be District in writing;
- (b) Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;
- (c) With each Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

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- (d) The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;
- (e) Representatives of the District shall have the right to make inspections of the storage areas at any time; and
- (f) Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

9.3.2 Purchase of Materials and Equipment and Cost Fluctuations

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays. Contractor understands that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor Vendors or by other means. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of work where there may be schedule variations so that cost increases are not passed through to the District.

9.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 that:

"It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved plans and specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the architect, engineer, inspector or DSA in the performance of such duties...In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done with is not in conformity with the approved plans, specifications, and change orders... "

Notwithstanding any payment, the District may enforce each and every provision of this Contract which includes, but is not limited to, the Performance Bond and Payment Bond. The District may correct any error subsequent to any payment. In no event shall the Contractor or the Surety be released or exonerated from performance under this Contract when the District overpays the contractor based upon any mistake, inaccuracy, error or falsification in any estimate that is included in any Request for Payment.

9.3.4 Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Paragraph 9.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the

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Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." District's return of a Pencil Draft shall constitute the District's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute the Contractor's Verified representation that the Contractor is entitled to payment in the amount certified.

9.3.5 Payment of Undisputed Contract Payments

In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts (including all progress or final payments) is contingent upon submission of a proper and accurate Pay Application and the Contractor furnishing the District with a release of all claims against the District related to such undisputed amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion in accordance with Articles 4.6 and 7.7.

9.4 APPLICATIONS FOR PROGRESS PAYMENTS

9.4.1 Procedure

9.4.1.1 *Application for Progress.* On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

- (a) The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- (b) The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- (c) The balance that will be due to each of such entities after said payment is made;
- (d) A certification that the As-Built Drawings and Annotated Specifications are current;
- (e) Itemized breakdown of work done for the purpose of requesting partial payment;
- (f) An updated construction schedule in conformance with Paragraph 8;
- (g) Failure to submit a schedule update for the month or any previous month
- (h) The additions to and subtractions from the Contract Price and Contract Time;

GENERAL CONDITIONS

- (i) A summary of the retentions held;
- (j) Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;
- (k) The percentage of completion of the Contractor's Work by line item; and
- (l) An updated Schedule of Values from the preceding Application for Payment.
- (m) Prerequisites for Progress Payments

9.4.1.2 *First Payment Request.* The following items, if applicable, must be completed before the first payment request will be accepted for processing:

- (a) Installation of the Project sign;
- (b) Receipt by Architect of submittals;
- (c) Installation of field office;
- (d) Installation of temporary facilities and fencing;
- (e) Submission of documents listed in the Paragraph 9.2 relating to Cost Breakdown;
- (f) Preliminary schedule analysis, due within 10 days after Notice to Proceed;
- (g) Contractor's Construction Schedule (Progress Schedule to be CPM based in conformance with Article 8);
- (h) Schedule of unit prices, if applicable;
- (i) Submittal Schedule;
- (j) Copies of necessary permits;
- (k) Copies of authorizations and licenses from governing authorities;
- (l) Initial progress report;
- (m) Surveyor qualifications;
- (n) Written acceptance of District's survey of rough grading, if applicable;
- (o) List of all subcontractors, with names, license numbers, telephone numbers, and scope of work;
- (p) All bonds and insurance endorsements; and

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- (q) Resumes of General Contractor's Project Manager, and if applicable, job site Secretary, Record Documents Recorder, and job site Superintendent.

9.4.1.3 *Second Payment Request.* The second payment request will not be processed until all submittals and shop drawings have been accepted for review by the Architect.

9.4.1.4 *All Payment Requests.* No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records in accordance with Article 13 of the Supplemental Conditions for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted.

9.4.1.5 *Final Pay Application (90%).* See Article 9.11.1

9.5 **STOP NOTICE CLAIMS AND WARRANTY OF TITLE**

The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, stop notices, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's surety shall promptly, on demand by District and at Contractor's and surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.

If the Contractor fails to furnish to the District within ten (10) calendar days after written demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 3.15 and shall act as a trigger under Civil Code Section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made.

9.6 **DECISIONS TO WITHHOLD PAYMENT**

9.6.1 **Reasons to Withhold Payment**

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required by Paragraph 9.4 cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- (a) Defective Work not remedied;
- (b) Stop Notices served upon the District;
- (c) Liquidated damages assessed against the Contractor;

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- (d) The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
- (e) Damage to the District or other contractor;
- (f) Unsatisfactory prosecution of the Work by the Contractor;
- (g) Failure to store and properly secure materials;
- (h) Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Directives, and verified reports;
- (i) Failure of the Contractor to maintain record drawings;
- (j) Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- (k) Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
- (l) Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
- (m) Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- (n) Failure to properly maintain or clean up the Site;
- (o) Payments to indemnify, defend, or hold harmless the District;
- (p) Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
- (q) Failure to submit an acceptable schedule in accordance with Paragraph 3.8; or
- (r) Failure to pay Subcontractor or suppliers as required by Paragraph 9.8.1
- (s) .Failure to secure warranties, including the cost to pay for warranties
- (t) Failure to provide release from material suppliers or subcontractors when requested to do so
- (u) Items deducted pursuant to Article 2.2
- (v) Incomplete Punch List items under Article 9.9.1.2 which have gone through the Article 2.2 process.

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- (w) Failing to submit Certified Payrolls in Accordance with Article 13 of the supplemental conditions.

9.6.2 Reallocation of Withheld Amounts

District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Paragraphs 9.6.1 and 9.5. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the contract documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made therefor.

9.6.3 Payment After Cure

When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.7 NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

9.8 SUBCONTRACTOR PAYMENTS

9.8.1 Payments to Subcontractors

No later than ten (10) days after receipt, or pursuant to Business and Professions Code Section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled.

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The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.8.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

9.8.3 Payment Not Constituting Approval or Acceptance

An approved Request for Payment, a progress payment, a Notice of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

9.8.4 Joint Checks

District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular school district and county are specifically met. Some school districts cannot issue joint checks, so the ability to issue joint checks depend on the District and the specific circumstances.

9.9 COMPLETION OF THE WORK

9.9.1 Close-Out Procedures

9.9.1.1 Incomplete Punch Items. When the Contractor considers the Work Substantially Complete (See Article 1.1.30), the Contractor shall prepare and submit to the District a comprehensive list of minor items to be completed or corrected (hereinafter "Incomplete Punch Items"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct the Incomplete Punch Items listed. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Contractor is aware that Title 24 Section 4-343)(a) provides:

"RESPONSIBILITIES. IT IS THE DUTY OF THE CONTRACTOR TO COMPLETE THE WORK COVERED BY HIS OR HER CONTRACT IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS THEREFOR. THE CONTRACTOR IN NO WAY IS RELIEVED OF ANY RESPONSIBILITY BY THE ACTIVITIES OF THE ARCHITECT, ENGINEER, INSPECTOR OR DSA IN THE PERFORMANCE OF SUCH DUTIES..

9.9.1.2 Punch List is Prepared only after the Project is Substantially Complete. If any of the conditions noted in Article 1.1.30 as defining Substantial Completion are not met, the Inspector, Architect or District may reject Contractor's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the

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definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Punch Lists unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Notice of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close Out is approved.

9.9.1.3 Time for Completion of Punch List. Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List work pursuant to Article 2.2 of this Agreement. If Contractor cannot finish the Punch List work during the time period allotted under Article 9.9.1.3, the Contractor may make a written request for a Non-Compensable Punch List time extension accompanied by an estimate of the number of additional days it will take to complete the Punch List work for a written consent from the District to allow continued Punch List work. Punch List time extensions are a maximum of thirty (30) days for each request and must be accompanied by an Itemized Valued Punch List. If there is no valued Punch List accompanying any request or if Contractor intends to undertake Punch List without its Superintendent and Project Manager, the District, Construction Manager or Architect may issue a valued Punch List, reject the Punch List Time Extension and deduct 150% of the valued Punch List pursuant to Article 2.2 and proceed to Close-Out the Project. Contractor shall cease work on the Project and proceed to complete Contractor's Retention Payment Application and complete the Work for the Project required pursuant to Article 9.11.3.

Failure to issue a timely written request for additional time to complete Punch List shall result in the deletion of the remaining Punch List work pursuant to Article 2.2 and the issuance of a Deductive Change Order.

9.9.1.4 District Rejection of Written Request for Punch List Time Extensions.

Following sixty (60) Days of Punch List under Article 9.9.1.3, the District has the option of rejecting Punch List Time Extension requests. The District may proceed under Article 2.2 and deduct the value of remaining Punch List work pursuant to Article 2.2. If the District rejects the Punch List Time Extension request then Contractor shall cease work on the Project and proceed to Final Inspection pursuant to Article 9.11.2.

9.9.1.5 Punch List Liquidated Damages to Compensate for Added District Project Costs.

If the total time utilized for Punch List exceeds sixty (60) days [the thirty (30) day period under Article 9.9.1.3 plus an additional thirty (30) day period that has been requested in writing], and the District grants an additional written Punch List Time Extension that exceeds sixty (60) days of Punch List, then Contractor shall be charged liquidated damages of at least \$750 per day for continued Punch List work to compensate for an Inspector, Architect, and Construction Manager extended time on the Project.

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This Punch List liquidated damage number is based on anticipated cost for an Inspector on site and additional costs for the Architect and Construction Manager to reinspect Punch List items and perform the administration of the Close-out.

Contractor received thirty (30) days without any charges for Punch List liquidated damages and is placed on notice pursuant to this Article 9.9.1.5 that \$750 is due for each day of Punch List that exceeds sixty (60) days at \$750, a cost much lower than typical costs for Inspection, Architect and Construction Manager time. Starting at ninety (90) days of Punch List (an excessive number of days to complete Punch List), the District shall be entitled to adjust Punch List liquidated damages to an estimate of the actual costs incurred to oversee, monitor and inspect the Punch List. If costs exceed \$750 per day, the anticipated extended contract charges for Inspection, Architect, Construction Manager, and any other costs that will be incurred due to the extended Punch List shall be itemized and a daily rate of liquidated damages shall be presented in writing to the Contractor within five (5) days following the receipt of a written request for Punch List time extension by the Contractor that extends the Punch List time beyond ninety (90) days. This written notice of actual Punch List Liquidated Damages may be provided to the Contractor at any time following the first written request for Punch List Time extension requested under Article 9.9.1.3. The Adjusted Actual Punch List Liquidated Damage amount shall be applicable as Punch List Liquidated Damages commencing on the ninetieth (90th) day of Punch List.

9.9.2 Close-Out Requirements

- (a) Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected
- (b) Record Drawings. The intent of this procedure is to obtain an exact “as built” record of the Work upon completion of the project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all record drawings.
- (c) Any Work not installed as originally indicated on drawings
- (d) All DSA close out requirements (See DSA Certification Guide) Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- (e) The exact location and elevations of all covered utilities, including valves, cleanouts, etc
- (f) ADA work that must be corrected to receive DSA certification. See Article 12.2.
- (g) Contractor is liable and responsible for inaccuracies in as-built drawings, even though they become evident at some future date.
- (h) Upon completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Inspector’s approval of the “as-built” information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.
- (i) District may withhold the cost to hire a draftsman and potholing and testing service to complete Record Drawings at substantial cost if the Contractor does not deliver a complete set of

GENERAL CONDITIONS

Record Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record Drawing.

(j) Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

Maintenance manuals shall also be delivered in electronic media for the Project.

(k) Inspection Requirements

1. Before calling for final inspection, Contractor shall determine that the following Work has been performed:
 - a. The Work has been completed.
 - b. All life safety items are completed and in working order.
 - c. Mechanical and electrical Work complete, fixtures in place, connected and tested.
 - d. Electrical circuits scheduled in panels and disconnect switches labeled.
 - e. Painting and special finishes complete.
 - f. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order.
 - g. Tops and bottoms of doors sealed.
 - h. Floors waxed and polished as specified.
 - i. Broken glass replaced and glass cleaned.
 - j. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.
 - k. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.
 - l. Finished and decorative work shall have marks, dirt and superfluous labels removed.
 - m. Final cleanup, as in Paragraph 3.12.
 - n. All work pursuant to Article 9.11

(l) Furnish a letter to District stating that a responsible representative of District [give name and position] has been instructed in working characteristics of mechanical and electrical equipment.

9.9.3 Costs of Multiple Inspections

More than two (2) requests of the District to make inspections required under Paragraph 9.9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor's responsibility pursuant to Article 4.5 and all subsequent costs will be prepared as a Deductive Change Order.

GENERAL CONDITIONS

9.10 PARTIAL OCCUPANCY OR USE

9.10.1 District's Rights

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If District and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Paragraph 4.6. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the District as provided under Paragraph 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.10.3 No Waiver

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Work not complying with the requirements of the Contract Documents.

9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Payment (90% Billing)

The following items must be completed before the final pay application will be accepted for processing:

- (a) Inspector Sign off of each item in the DSA 152 Project Inspection Card;
- (b) The Project has reached the Punch List items under Article 9.9.1.2 and the Project has been determined to be Substantially Complete under Article 1.1.28;
- (c) Removal of temporary facilities and services;
- (d) Testing, adjusting and balance records are complete;
- (e) Removal of surplus materials, rubbish, and similar elements;
- (f) Change Over of Door locks;
- (g) Deductive items pursuant to Article 9.6 and Article 2.2; and,
- (h) Completion and submission of all final Change Orders for the Project.;

GENERAL CONDITIONS

9.11.2 Final Inspection

Contractor shall comply with Punch List procedures under Paragraph 9.9.1.1, and maintain the presence of project superintendent and project manager (not replacement project superintendent or project manager) until the Punch List is complete to ensure proper and timely completion of the punch list. Under no circumstances shall Contractor demobilize its forces prior to completion of the punch list. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect shall inspect the Work and shall submit to Contractor and District a final inspection report noting the work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

Upon completion of the Work contained in the final inspection report and Punch List, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect and the District finds the Work contained in such final inspection report acceptable under the Contract Documents and, therefore, the Work fully completed, it shall notify Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 9.6, including but not limited to incomplete Punch List items under Article 9.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the District, pay the amounts due Subcontractors.

9.11.3 Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the District or which the District has the right to withhold Pursuant to Paragraph 9.6 (including but not limited to incomplete Punch List items under Article 9.9.1), shall be paid after approval by the District of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by District. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor..

9.11.3.1 Procedures for Application for Retention Payment

The following conditions must be fulfilled prior to release of Retention Payment:

1. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.

GENERAL CONDITIONS

2. The Contractor shall have made all corrections, including all Punch List Items, to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.
3. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.
4. Contractor must have completed all requirements set forth in Paragraph 9.9
5. Contractor must have issued a Form 6C for the Project.
6. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.
7. The Contractor shall have completed final clean up as required by Paragraph 3.12
8. Contractor shall have all deductive items under Article 9.6 and Article 2.2 submitted as part of the Retention Payment.

9.11.4 Recording of a Notice of Completion after Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the District has completed the Article 2.2 process, whichever occurs first, the District will file either a Notice of Completion or a Notice of Completion noting Valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code Section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other words, the continuing Punch List work is Contractor labor on the Project until each and every item of Punch List work is complete or the time periods under Article 9.9.1 have expired.

9.11.5 Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at substantial completion or when a particular subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

9.11.6 Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Pay Application).

If Contractor submits a Final Pay Application which fails to include deductive items under Article 9.6, the District or Architect shall note this defective request for Final Pay Application. The Contract shall be notified that specific deductive items shall be included in the Final Pay Application. If Contractor either continues to submit the Final Pay Application without deductive items under Article 9.6, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Pay Application, then District may either alter the Final Pay Application and recalculate the math on the

GENERAL CONDITIONS

Final Pay Application to address the Article 9.6 deductive items or process a Unilateral Final Pay Application.

9.11.7 Unilateral Release of Retention

After the recordation of the Notice of Completion, or sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if Contractor does not make an Application for Release of Retention, the District may unilaterally release retention less any deducts under Article 9.6 and Article 2.2, withholds due to stop notice, or other defective work on the Project. District may also choose to unilaterally release retention after deduction of 150% of any disputed items, which may also include items under Article 9.6 and 2.2. If a deduction pursuant to Article 9.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of default under the terms of the Escrow Agreement.

9.12 SUBSTITUTION OF SECURITIES

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

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ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor Responsibility

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk, with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

10.1.2 Subcontractor Responsibility

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 Cooperation

All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the District, and all insurance carriers and loss prevention engineers.

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10.1.4 Accident Reports

Subcontractors shall immediately, within two (2) days, report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the District and the Architect giving full details of the accident.

10.1.5 First-Aid Supplies at Site

The Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

10.1.6 Material Safety Data Sheets and Compliance with Proposition 65

(a) Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

10.1.7 Non-Utilization of Asbestos Material

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and actinolite.

Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.

Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

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The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the District, who shall have sole discretion and final determination in this matter.

The Work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Interface of Work under this Contract with work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor

The Contractor shall take reasonable precautions for the 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, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- (c) Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor is constructive owner of Project site as more fully discussed in Paragraph 6.2.

10.2.2 Contractor Notices

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 Safety Barriers and Safeguards

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

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10.2.4 Use or Storage of Hazardous Material

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the District any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

10.2.5 Protection of Work

The Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the District.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

10.2.6 Requirements for Existing Sites

Contractor shall (unless waived by the District in writing):

- (a) When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
- (b) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (c) Deliver materials to building area over route designated by Architect.
- (d) Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- (e) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.

GENERAL CONDITIONS

(f) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.

(g) Provide District on request with Contractor's written safety program and safety plan for each site.

10.2.7 Shoring and Structural Loading

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the District.

10.2.8 Conformance within Established Limits

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the District or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.2.9 Subcontractor Enforcement of Rules

Subcontractors shall enforce the District's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.2.10 Site Access

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Site designated by the District, park only in those areas designated by the District, which areas may be on or off the Site, and comply with any parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.

10.2.11 Security Services.

The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the District's sole discretion.

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10.3 EMERGENCIES

10.3.1 Emergency Action

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

10.3.2 Accident Reports

The Contractor shall promptly report in writing to the District all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses in conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Paragraph 10.1.4, immediately by telephone or messenger to the District.

10.4 HAZARDOUS MATERIALS

10.4.1 Discovery of Hazardous Materials

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

10.4.2 Hazardous Material Work Limitations

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material work in the Contractor's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

10.4.3 Indemnification by Contractor for Hazardous Material Caused by Contractor

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District and its agents,

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officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

10.4.4 Terms of Hazardous Material Provision

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

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ARTICLE 11

INSURANCE AND BONDS

Note re OCIP: If the Project is Subject to an OCIP or Wrap Up Insurance Policy, Articles 11.1 through Article 11.8 shall be replaced by Special Conditions if Contractor, or Contractor's Subcontractors Qualify. Articles 11 through 11.8 shall continue to apply if the Contractor or Contractor's Subcontractor does not qualify for OCIP or Wrap Up Insurance Coverage.

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- (e) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

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11.1.2 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under Paragraph 11.1.1 in like amounts. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of Paragraph 11.1.1 without prior written approval of the District.

11.1.3 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Paragraph 11.1, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (11/85), or an ISO CG 20 10 (10/93 or 07/04) and ISO CG 20 37 (10/93 or 07/04) or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

11.1.4 Specific Insurance Requirements

Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

1. Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

- (a) Per occurrence (combined single limit) \$1,000,000.00
- (b) Project Specific Aggregate (for this project only) \$2,000,000.00
- (c) Products and Completed Operations..... \$1,000,000.00
- (d) Personal and Advertising Injury Limit \$1,000,000.00

1. Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (a) Automotive and truck where operated in amounts \$1,000,000.00

GENERAL CONDITIONS

- (b) Material Hoist where used in amounts..... \$1,000,000.00
- (c) Explosion, Collapse and Underground
(XCU coverage)..... \$1,000,000.00

- 2. In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

11.2 **WORKERS' COMPENSATION INSURANCE**

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Paragraph 11.6 and in compliance with Labor Code § 3700.

11.3 **BUILDER'S RISK/ "ALL RISK" INSURANCE**

11.3.1 **Course-of-Construction Insurance Requirements**

The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

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11.4 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District.

11.5 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.6 PROOF OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:

“This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.”

- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

- (c) Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.

- (d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

11.7 COMPLIANCE

In the event of the failure of any contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

11.8 WAIVER OF SUBROGATION

Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

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The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

11.9 PERFORMANCE AND PAYMENT BONDS

11.9.1 Bond Requirements

Unless otherwise specified in the Special Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

11.9.2 Surety Qualification

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

11.9.3 Alternate Surety Qualifications

If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

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ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS

Contractor is aware of the requirements governing Contractor's work under title 24 Section 4-343 which provides, in pertinent part:

4-343. Duties of the Contractor.

(a) **Responsibilities.** It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved plans and specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the architect, engineer, inspector or DSA in the performance of such duties.

(b) **Performance of the Work.** The contractor shall carefully study the approved plans and specifications and shall plan a schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved plans and specifications, the contractor shall correct the work immediately. All inconsistencies or items which appear to be in error in the plans and specifications shall be promptly called to the attention of the architect or registered engineer, through the inspector, for interpretation or correction. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications, and change orders. The contractor must notify the project inspector, in advance, of the commencement of construction of each and every aspect of the work.

12.1.1 The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from plans and specifications. It is Contractor's responsibility to correct all deviations from the approved plans and specifications unless the District has issued an Immediate Change Directive. In such case, the Contractor shall proceed with the work with the understandings of the District as set forth in the ICD and as specifically noted in Article 7.3.

12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the plans and specifications are meant to comply with the American's with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the plans and specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order

12.2.1 Indemnification of ADA Claims: ADA claims arising from failure to comply with plans and specifications shall be indemnified, held harmless and defended by Contractor. Further, any withholdings

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for ADA violations in Article 9.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

12.3 UNCOVERING OF WORK

12.3.1 Uncovering Work for Required Inspections

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved plans and specifications (except in the case of an ICD under Article 7.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without Inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without Inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover work, Contractor shall promptly uncover all work (which includes furnishing all necessary facilities, labor, and material) for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.3.2 Costs for Inspections not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of work has been signed by the inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the incorrectly construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

12.4 CORRECTION OF WORK

12.4.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including cost for delays that may be incurred by contractor or subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby (including costs for preparing a CCD, DSA CCD review fess, and additional inspection and special inspection costs).

12.4.2 Three-Year Warranty Corrections

If, within three (3) years after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Paragraph 9.9.1, or by the terms of an

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applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Contractor a written acceptance of such condition. This period of three (3) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

12.4.3 District's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct the Work and seek a Deductive Change Order, pursuant to Article 9.6 or Article 2.2.

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ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The District and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and Obligations Cumulative

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 No Waiver

No action or failure to act by the Inspector, the District, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Compliance

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

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13.5.2 Independent Testing Laboratory

The District will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the District's representative and not by the Contractor. Any costs or expenses of inspection or testing incurred outside of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Site, whichever distance is greater, shall be paid for by the District, invoiced by the District to the Contractor, and deducted from the next Progress Payment.

13.5.3 Advance Notice to Inspector

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

13.5.4 Testing Off-Site

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 Additional Testing or Inspection

If the Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Paragraph 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Paragraph 13.5.7.

13.5.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the District, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.7 Costs for Premature Test

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice of shall be deducted from the next Progress Payment.

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13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet

Pursuant to Labor Code § 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the District or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.6.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

13.6.3 No Tort Liability of District

Pursuant to Labor Code § 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

13.6.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

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13.7.2 Holiday and Overtime Pay

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

13.7.4 Per Diem Wages

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

13.7.5 Forfeiture and Payments

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

13.8 RECORDS OF WAGES PAID

13.8.1 Payroll Records

(a) Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.

(b) All payroll records shall be certified and submitted to the Labor Commissioner/DIR with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

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1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.

(d) The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

(f) The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

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Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Article shall rest upon the Contractor.

13.8.2 Withholding of Contract Payments & Penalties

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

- (a) The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- (b) The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- (c) The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- (d) The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- (e) The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeship craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon

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approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 Submission of Contract Information

Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

13.9.4 Apprentice Fund

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11

GENERAL CONDITIONS

(commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 Assignment of Claim

Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

13.11 STATE AND DISTRICT CONDUCTED AUDITS

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 4.6.2 entitled Disputes.

If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to Debar the Contractor under Article 15 for failure to preserve records under Article 13.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place) (See Article 3.16) shall be presumed an intentional failure to produce key audited records.

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If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid tabulation utilized in submitting Contractor's bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata that accompanies the bid tabulation for inspection. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.

Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under Article 4.6.2 or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims and may also undertake Debarment Proceedings under Article 15 of these General Conditions.

13.12 STORM WATER POLLUTION PREVENTION

13.12.1 Application

This Section addresses the implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The Contractor shall secure a certification that the construction project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state, and federal regulations governing storm water pollution prevention.

13.12.2 References and Materials

- California Storm Water BMP Handbook for Construction Activity (BMP Handbook).
- Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

13.12.3 Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

- (a) Install perimeter controls prior to starting other construction work at the site.
- (b) Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.
- (c) Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.

GENERAL CONDITIONS

- (d) Designate trained personnel for the proper implementation of the SWPPP.
- (e) Revise the SWPPP to suit changing site conditions and instances when properly installed systems are ineffective.
- (f) At the end of Construction Contract:
 - i. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.
 - ii. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

13.12.4 Monitoring

The Contractor shall conduct examination of storm water pollution prevention controls monthly, as well as before and after each storm event and once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contractor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.5 Liabilities and Penalties

- (a) Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.
- (b) Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.
- (c) Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.
- (d) The Contractor shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

GENERAL CONDITIONS

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination.

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- (a) Issuance of an order of a court or other public authority having jurisdiction; or
- (b) An act of the United State or California government, such as a declaration of national emergency.

14.1.2 Notice of Termination

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination

The District may terminate the Contractor and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (e) Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- (f) Falls behind on the Project and refuses or fails to undertake a recovery schedule;
- (g) If the Contractor has been debarred from performing work
- (h) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or

GENERAL CONDITIONS

- (i) Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 Notification of Termination

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept;
- (c) Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors; and,
- (d) Agree to accept a takeover and completion arrangement with Surety that is acceptable to the District Board.

14.2.3 Takeover and Completion of Work after Termination for Cause

A Termination for Cause is an urgent matter which requires immediate radiation since Project work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the District shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

14.2.4 Payments Withheld

If the District terminates the Contract for one of the reasons stated in Paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

14.2.5 Payments upon Completion

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

GENERAL CONDITIONS

14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience

District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the work. In such a case, the Contractor shall have no claims against the District except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

14.3.2 Non-Appropriation of Funds/ Insufficient Funds

In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

- (a) Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;
- (b) If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or
- (c) Initiate procedures to declare the Contractor a non-responsible bidder for a period of two to five years thereafter.

GENERAL CONDITIONS

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

GENERAL CONDITIONS

ARTICLE 15

DEBARMENT

15.1 During the course of the Project, or if it is determined through Change Orders, Claims, or Audit that a Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time, which generally will not exceed five years, but may exceed five years or be permanent if the circumstances warrant such debarment. In addition to the debarment proceeding, a finding that a Contractor is to be debarred shall result in the termination of any or all existing Contracts the Contractor may have with the District.

15.2 The District may debar a Contractor if the Board, or the Board's delagee, in its discretion, finds the Contractor has done any of the following:

15.2.1 Intentionally or with reckless disregard, violated any term of a contract with the District

15.2.2 Committed an acts or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;

15.2.3 Committed an act or offense which indicates a lack of business integrity or business honesty; or,

15.2.4 Made or submitted a false claim against the District or any other public entity.

15.3 Hearing

15.3.1 Presentation of Evidence; If there is evidence that the Contractor may be subject to debarment, the District shall notify the Contractor in writing of the evidence which is the basis for the proposed debarment and shall advise the Contractor of the scheduled date for a debarment hearing before the District Board.

The District Board, or designee, shall conduct a hearing where evidence on the proposed debarment is presented. The Contractor, or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. The Contractor shall be provided an adequate amount of time to prepare and object to evidence presented. A tentative proposed decision shall be issued as a tentative decision and the Contractor or he District shall be entitled to modify, deny or adopt the proposed decision and recommendation of the District Board. The proposed decision shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision for a period of 15 days. If additional evidence is presented, the District shall evaluate this evidence and either issue an amended ruling, issue the same ruling, or call a further hearing.

If a Contractor has been debarred for a period of longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence

GENERAL CONDITIONS

discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

The District will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the District will provide notice of the hearing on the request. At the hearing, the District shall conduct a hearing where evidence on the proposed reduction of debarment period of termination of debarment is presented. This hearing shall be conducted and the request for review decided by the District pursuant to the same procedures as for a debarment hearing.

The District's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment.

The terms shall also apply to Subcontractors of District Contractors.

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 3 – THE CONTRACTOR

Article 3.8.1(a) Requirements – In addition to these requirements, the schedule shall include the following Milestone Schedule:

Total Duration: 160 Calendar Days

ARTICLE 8 – TIME

Article 8.4.1 Liquidated Damages – Contractor will be liable to Owner for liquidated damages pursuant to Article 8.4 for each calendar day of delay in the amount of \$1,500.

ARTICLE 11 – INSURANCE AND BONDS

Article 11.9 Performance and Payment Bonds – The number of executed copies of the Performance Bond and the Payment Bond required is Three (3).

ARTICLE 13

This Project is subject to prevailing wages monitoring and enforcement by the Division of Industrial Relations (DIR) within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 et seq.

The Contractor and all Subcontractors shall be required to furnish, at least monthly, electronic certified payroll records directly to the Labor Commissioner/ DIR in accordance with Title 8, California Code of Regulations, Section 16450 et seq. All payroll records shall be furnished in a format prescribed by Title 8, California Code of Regulations, Section 16401. The Contractor and all Subcontractors must enroll in DIR's eCPR system to submit electronic certified payroll records. The District will have direct and immediate access to all CPRs for the Project that are submitted through the eCPR system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The DIR may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits,

requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. The DIR shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner.

Any lawful activities conducted or any requests made by the DIR shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the DIR. The failure of the DIR, the Division of Labor Standards Enforcement, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the DIR website, at the Division of Labor Standards Enforcement District Offices.

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO. _____

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

Original Contract Price: \$ _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 7.3.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 2.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 14.

Architect

District

NOTICE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9.1.1 of the General Conditions); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above.

Architect

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Cajon High School Theatre Renovation.
- B. District's Name: San Bernardino City Unified School District.
- C. Architect's Name: Ruhnau Ruhnau Clarke.
- D. The Project consists of the construction of theater addition and remodel located at 1200 Hill Drive, San Bernardino CA 92407.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Owner-Contractor Agreement.
- B. The Work: The Work is construction and related services for a single story, CBC, Occupancy Type Assembly Group A-1 and Business Group B, Construction Type II-A, , totaling approximately 5,673 square feet.
 - 1. The Work includes new building construction, interior improvements, building utilities, and related site improvements; with patch and repair as required, and other features to the extent indicated on the Drawings.
 - 2. See Drawing T-2 Cover Sheet for additional general information.

1.03 CONTRACT DOCUMENTS

- A. Contract Requirements:
 - 1. Conditions of the Contract and other Contract documents have been included in the Project Manual, as indicated in the Table of Contents.
 - a. Such documents are not Specifications.
 - 2. Specifications are found in Divisions 1 through 33 of the Project Manual.
- B. Contract Drawings: The Drawings provided with and identified in the Project Manual are the Drawings referenced in the Agreement.
 - 1. The location, extent and configuration of the required construction and improvements are shown and noted on Drawings.
 - a. The Drawings are referenced in the Agreement.
 - b. An index of Drawings is included in the set of Drawings.
 - 2. Drawings are arranged into series according to design discipline. Such organization and all references to trades, subcontractor, specialty contractor or supplier shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade.
 - 3. Where the terms "as shown", "as indicated", "as noted", "as detailed", "as scheduled", or terms of like meaning, are used in the Drawings or Specifications, it shall be understood that reference is being made to the Drawings referenced in the Agreement.

4. Where reference to the word "plans" is made anywhere in Drawings, Specifications and related Contract Documents, it shall be understood to mean the Drawings referenced in the Agreement.
- C. Contract Specifications: The Specifications provided in the Project Manual are the Specifications referenced in the Agreement.
 1. Specifications are organized by Divisions and Sections in accordance with the recommended practices of the Construction Specifications Institute.
 - a. Such organization shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.
 2. Specifications are included in the Project Manual, which may also include other Bidding and Contract Documents.
 - a. Contents of the Project Manual are listed in Document 00 01 10 - Table of Contents, in the Project Manual.

1.04 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02 41 00.
- B. Plumbing: Alter existing system and add new construction, keeping existing in operation.
- C. HVAC: Alter existing system and add new construction, keeping existing in operation.
- D. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- E. Fire Alarm: Alter existing system and add new construction, keeping existing in operation.
- F. Telephone: Alter existing system and add new construction, keeping existing in operation.
- G. Security System: Alter existing system and add new construction, keeping existing in operation.
- H. Communications: Alter existing system and add new construction, keeping existing in operation.

1.05 WORK BY OWNER

- A. Concurrent Work Under Separate Contracts:
 1. Work Under Separate Contracts: District will award separate contracts for products and installation for interior improvements and other work as may be indicated on Drawings as NIC (Not in Contract).
 2. Relationship to Work Under the Contract:
 - a. Work under the Contract shall include all provisions necessary to make such concurrent work under separate contracts complete in every respect and fully functional, including field finishing.
 - b. Provide necessary backing, supports, piping, conduit, conductors and other such provisions from point of service to point of connection, as shown on Drawings and specified herein.
 3. Related Contract Documents:

- a. District will make available, in a timely manner, drawings and specifications of work under separate contracts for coordination and further description of that work.
 - b. Such drawings and other data required for the coordination of the work of separate contracts with the Work of this Contract may be included with the Contract Documents.
 - c. If so, they are provided for convenience only and are not to be considered Contract Documents produced by Architect or Architect's consultants.
- 4. Permits, Notices and Fees:
 - a. Permits, Notices and Fees: Notices required by and approvals required of authorities having jurisdiction for work under separate contracts and related fees will be solely the responsibility of District.
- B. Items noted NIC (Not in Contract) will be supplied and installed by District before Substantial Completion. Some items include:
 - 1. Movable cabinets.
 - 2. Furnishings.
 - 3. Small equipment.
 - 4. Rugs.
 - 5. Artwork.
- C. District will supply and install the following:
 - 1. Window Coverings.
- D. District will supply the following for installation by Contractor:
 - 1. Owner-Furnished Products: District may furnish, for installation by Contractor, products which are identified on the Drawings and in the Specifications as OFCI (Owner-Furnished/Contractor-Installed).
 - 2. Relationship to Work Under the Contract:
 - a. Work under the Contract shall include all provisions necessary to fully incorporate such products into the Work, including, as necessary:
 - 1) Fasteners.
 - 2) Backing,
 - 3) Supports.
 - 4) Piping.
 - 5) Conduit.
 - 6) Conductors.
 - 7) Other such provisions from point of service to point of connection.
 - 8) Field finishing, as shown on Drawings and specified herein.
 - b. See Section 01 30 00 - Administrative Requirements for additional requirements.

1.06 PERMITS, LICENSES AND FEES

- A. Permits:
 - 1. For Work included in the Contract, Contractor shall obtain all permits from authorities having jurisdiction and from serving utility companies and agencies.
 - 2. District will reimburse Contractor for amount charged for such permits, without mark-up.

3. For Work performed under design/build basis, plancheck and permit fees shall be included in the Contract Sum.
- B. Licenses:
1. Contractor shall obtain and pay all licenses associated with construction activities, such as business licenses, contractors' licenses and vehicle and equipment licenses.
 2. All costs for licenses shall be included in the Contract Sum.
- C. Assessments:
1. District will pay all assessments and utility service connection fees. Costs of assessments shall not be included in the Contract Sum.
- D. Test and Inspection Fees:
1. Contractor shall pay all fees charged by authorities having jurisdiction and from serving utility companies and agencies, for tests and inspections conducted by those authorities, companies and agencies.
 2. District will reimburse Contractor for actual amount of such fees, without mark-up.
 3. Refer to Section 01 40 00 - Quality Requirements for additional information on tests and inspections and responsibility for payment of fees.

1.07 OWNER OCCUPANCY

- A. District intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. District intends to occupy the Project upon Substantial Completion.
- C. Cooperate with District to minimize conflict and to facilitate District's operations.
- D. Schedule the Work to accommodate District occupancy.

1.08 CONTRACTOR USE OF SITE AND PREMISES

- A. Arrange use of site and premises to allow:
 1. District occupancy.
 2. Work by Others.
 3. Work by District.
 4. Use of site and premises by the public.
- B. Provide access to and from site as required by law and by District:
 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 2. Site Access:
 - a. Limit access to site to indicated routes and access points as indicated.
 - b. If routes and access points are not indicated, access shall be as approved by District.
 - c. Do not restrict access to adjacent properties and do not restrict access for those performing work under separate contracts for the District.
 3. Do not obstruct roadways, sidewalks, or other public ways without permit.

4. Construction Limit:
 - a. Limit construction activities to areas indicated on Drawings as Project Area or, if not indicated, to areas within the parcel as described in the legal description on the Drawings.
 - b. Refer also to Section 01 50 00 - Temporary Construction Facilities and Controls for additional requirements.
- C. Existing building spaces may not be used for storage.
- D. Time Restrictions:
 1. Limit conduct of especially noisy, malodorous, and dusty exterior work to be coordinated with district personnel so as not to disturb classes in session.
 2. Limit conduct of especially noisy interior work to be coordinated with district personnel so as not to disturb classes in session .
- E. Utility Outages and Shutdown:
 1. Limit disruption of utility services to hours the site is unoccupied.
 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to District and authorities having jurisdiction.
 3. Prevent accidental disruption of utility services to other facilities.

1.09 CONSTRUCTION WASTE MANAGEMENT

- A. Construction and waste management, complying with Section 01 74 19 - Construction Waste Management and Disposal, is a requirement for this project.
- B. The Contractor, Prime Contractors, and subcontractors all have obligations in meeting the requirements of this specification.

1.10 WORK SEQUENCE

- A. Construct Work in stages during the construction period:
 1. Stage 1A: Re-route existing exits to temporary locations and provide pedestrian protection to allow for construction.
 2. Stage 1: Site demolition and clearing.
 3. Stage 2: Construct main primary structure and facility.
 4. Stage 3: Obtain operational status for life safety systems.
 5. Stage 4: Connect to existing building and re-route exits to their final configuration.
 6. Stage 5: Complete construction.
- B. Coordinate construction schedule and operations with District.
- C. Prior to commencement of the Work, prepare and submit to the District a Project Logistics Plan, including a Logistics Site Plan, showing in detail the Work Sequence/Phasing plan, in the same size and scale as the architectural site plan, including, but not limited to, the following, items:
 1. Truck access route to and from the Project site, in accordance with local ordinances.
 2. Location of any overhead wire restrictions for power, street lighting, signal, and/or cable.

3. Local sidewalk access and street closure requirements.
4. Protection of sidewalk pedestrians and vehicular traffic.
5. Project site fencing and access gate locations.
6. Construction parking.
7. Material staging and/or delivery areas.
8. Material storage areas.
9. Temporary trailer locations.
10. Temporary service location and proposed routing of all temporary utilities.
11. Location of temporary and/or accessible fire protection
12. Trash removal and location of dumpsters.
13. Concrete pumping locations.
14. Crane locations.
15. Location of portable sanitary facilities.
16. Mixer truck wash out locations.
17. Traffic control signage.
18. Perimeter and site lighting.
19. Provisions for Storm Water Pollution Prevention Plan – SWPPP
20. Stockpile and/or lay down areas.
21. Areas for separately identified phases of the work.
22. Barriers to separate construction activities from on-going school operations and circulation.

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 01 70 00 - Execution and Closeout Requirements: Project record documents.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
 - 1. Submit a hard copy and an electronic disk in Excel spreadsheet format.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization.
 - 1. In the Schedule of Values, the Contract Sum shall be broken down into specific elements of the Work, as follows, coded in accordance with the DISTRICT'S coding structure.
 - a. General Contractor's Overhead and Profit
 - b. Site Mobilization
 - c. Bonds and Insurance
 - d. Field Supervision
 - e. Project Close-Out (Section of General Requirements)
 - f. Other General Conditions and General Requirements
 - g. Demolition
 - h. Site Clearing and Preparation
 - i. Site Earthwork
 - j. Site Improvements (Paving, etc.)
 - k. Site Utilities
 - l. Landscape Irrigation
 - m. Landscape Planting
 - n. Each CSI Format Division 3 through 14 and 31 through 33
 - o. HVAC Work

- p. Plumbing
 - q. Fire Protection Sprinklers
 - r. Electrical Power and Lighting
 - s. Electrical Site Lighting
 - t. Fire Alarm and Smoke Detection Systems
 - u. Electrical Communications and Security Systems
- E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
 - F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
 - G. Revise schedule to list approved Change Orders, with each Application For Payment.
 - 1. List each authorized Change Order as an extension on the continuation sheet, listing the Change Order number and dollar value as for an original portion of Work.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
 - 1. Substantiating information will normally be required only for those portions of Work whose completion state cannot be readily determined by observation of the completed Work.
- B. Payment Application Forms: Use District provided forms for the Application for Payment.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
 - 1. No Change Orders shall be included with Application for Payment until approved in writing by District and Architect.

- H. Submit four copies of each Application for Payment.
- I. Include the following with the application:
 - 1. Transmittal letter as specified for Submittals in Section 01 30 00.
 - 2. Construction progress schedule, revised and current as specified in Section 01 30 00.
 - 3. Current construction photographs specified in Section 01 30 00.
 - 4. Partial release of liens from major Subcontractors and vendors.
 - a. Provide with each Application for Payment lien releases from all subcontractors, workers and materials suppliers employed for the Project covering their portion of Work to date for which payment application is made. Lien release forms will be provided by District and shall be completed in accordance with directions provided.
 - 5. Project record documents as specified in Section 01 78 00, for review by District which will be returned to the Contractor.
 - 6. Affidavits attesting to off-site stored products.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- K. Payment Application Times: The period of Work covered by each Application for Payment is based on the payment date for each progress payment as specified in the General Conditions. The period covered by each Application for Payment is the previous month.
- L. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with the first certified Application for Payment include, but are not limited to, the following:
 - 1. Certified Schedule of Values or Cost-Loaded Schedule
 - 2. Performance and payment bonds
 - 3. List of principal suppliers and fabricators
 - 4. Worker Compensation certificates
 - 5. Auto Insurance
 - 6. Hazardous Material Insurance Certificates
 - 7. Construction Progress Schedule
 - 8. Submittal Schedule
 - 9. Emergency Contact List
 - 10. Copies of authorizations and licenses from governing authorities for performance of the Work
- M. Application for Payment at Substantial Completion: Following District issuance of the certificate of Substantial Completion, submit an Application for Payment together with the following:
 - 1. Occupancy permits and similar approvals by authorities having legal jurisdiction over the Work
 - 2. Removal of temporary facilities and services
 - 3. Testing, adjusting and balance records

4. Removal of surplus materials, rubbish, and similar elements
5. Meter readings
6. Start-up performance reports
7. District training and orientations
8. Change-over information related to District occupancy, use, operation, and maintenance
9. Final cleaning
10. Ensure that incomplete Work is not accepted and will be completed without undue delay
11. Advice on shifting insurance coverage
12. List of defective Work, recognized as exceptions to certificate of Substantial Completion
13. Change of door locks to District system

1.05 ADDENDA

- A. Addenda are changes issued prior to the signing of the Contract for Construction. These Addenda shall be signed by the Architect and approved by the Div of the State Architect.
- B. These documents may or may not have approved by the Div of the State Architect prior to the close of Bid.
 1. If not approved by DSA prior to close of the bidding period, the contract price shall include the Addenda.
 2. No work shall proceed regarding any Addendum until approved by DSA.
 3. Revisions to Addenda, when approved by DSA, shall be incorporated by Bulletin and Change Order as indicated below and as provided for in the Contract for Construction and General Conditions.

1.06 MODIFICATION PROCEDURES

- A. Construction Bulletins, General: The following describe administrative procedures to be followed in compliance with provisions of the Conditions of the Contract for Architect's Supplemental Instructions, Construction Change Directives, Construction Change Documents, and Contract Change Orders. The Architect will prepare and issue a Bulletin on which the Architect's Supplemental Instructions, a Construction Change Directive or a Request for Proposal will be presented to the Contractor for action.
- B. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- C. Contract Change Order Forms: Form as directed by District.
- D. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
 1. Architect's Supplemental Instructions:
 - a. Minor changes in the Work, not involving an adjustment in either the Contract Sum or Contract Time, as authorized by the Conditions of the Contract, will be presented by the Architect using the Architect's Bulletin form.

- b. Should the Architect's Supplemental Instructions result in disputed costs and time adjustments, such dispute shall be resolved in accordance with the provisions of the Conditions of the Contract.
- E. For other required changes, not involving structural, accessibility, or fire-life-safety portions of approved Drawings and Specifications, Architect will issue a document signed by District instructing Contractor to proceed with the change, for subsequent inclusion in a Contract Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
 - 3. DSA Construction Change Document approval for changes to structural, accessibility, or fire-life-safety portions of approved Drawings and Specifications is required from DSA prior to installation. CAC Section 4-215, 4-233 (c).
 - a. The approved Construction Change Document shall be signed by:
 - 1) Architect of Record.
 - 2) When applicable:
 - (a) Civil Engineer of Record.
 - (b) Structural Engineer of Record.
 - (c) Mechanical Engineer of Record.
 - (d) Delegated Professional Engineer.
 - 3) Div of the State Architect for final approval.
 - 4. Construction Change Directives: In accordance with provisions of the Conditions of the Contract, the District may direct the Contractor to proceed with a change in the Work prior to formal preparation, review and agreement of a Contract Change Order, in order to not delay construction.
 - a. The Architect will prepare and issue a Bulletin containing a Construction Change Directive which, when signed by the District and the Architect, shall instruct the Contractor to proceed with a change in the Work, for subsequent inclusion in a Contract Change Order.
 - b. Should the Construction Change Directive result in disputed costs and time adjustments, such dispute shall be resolved in accordance with the provisions of the Conditions of the Contract.
 - c. Construction Change Directives shall follow procedures specified below for Contract Change Orders except that Contractor shall immediately proceed with the change upon receipt of the signed Change Directive.
- F. For changes for which advance pricing (Request for Proposal) is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 14 days.
 - 1. Such Request for Proposal may include an estimate of additions or deductions in Contract Time and Contract Sum for executing the change and may include stipulations

regarding overtime work and the period of time the requested response from the Contractor shall be considered valid.

- G. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.
 - 1. After review of the request and with the District's approval, the Architect will prepare a Bulletin containing a Request for Proposal, as described above.
 - 2. Issuance of such a request by the Architect shall not indicate authorization of the Contractor to proceed with the proposed change.
 - 3. Changes will be approved only by an approved Construction Change Directive and Contract Change Order.
- H. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For a change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- I. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
 - a. Cost and Time Resolution: If amounts for changes in Contract Sum and Contract Time cannot be agreed upon by District and Contractor, amounts shall be resolved in

accordance with provisions of the Conditions of the Contract for resolution of disputes and the following:

- 1) Contractor shall keep accurate records of time, both labor and calendar days, and cost of materials and equipment.
 - 2) Contractor shall prepare and submit an itemized account and supporting data after completion of changed Work, within the time limits indicated in the Conditions of the Contract.
 - 3) Contractor shall provide full information as required and requested, for District and Architect to evaluate and substantiate proposed costs and time for the change in the Work.
 - 4) When District and Contractor determine mutually acceptable amounts for changes in Contract Sum and Contract Time, a Contract Change Order shall be executed for these amounts.
 - 5) District shall have the right to audit Contractor's invoices and bid quotations to substantiate costs for Contract Change Orders.
- J. Construction Changes Based on Stipulated Sum or Time: Based on the Contractor's response to a Request for Proposal or Construction Change Directive, the District and Architect will review the response.
1. The District and Contractor shall negotiate a mutually acceptable adjustment in Contract Sum and Contract Time, as appropriate, prior to performance of the changed Work.
 2. A Contract Change Order for the stipulated amounts shall be prepared based on the stipulated sum and change in time.
- K. Execution of Contract Change Orders: Architect will issue Contract Change Orders for signatures of parties as provided in the Conditions of the Contract.
1. When agreement is reached on changes, if any, in the Contract Time and the Contract Sum, the Contractor shall prepare a Contract Change Order using a form as directed by the District, with supplementary documents as necessary to describe the change and the associated costs and schedule impacts.
 2. Construction Change Document approval is required from DSA prior to fabrication and installation.
 3. Submit Contract Change Orders to District through the Architect.
 4. Contractor shall prepare and submit five original sets of documents for each Change Order. District, Architect and Construction Manager shall sign the Change Order indicating acceptance and approval of the change.
 - a. Structural Engineer shall also sign the Change Order, when applicable.
 5. All Change Orders must be approved by DSA prior to fabrication and installation.
 6. Upon approval of the Change Order, Contractor shall promptly execute the change in the Work.
- L. After execution of Contract Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Contract Change Order as a separate line item and adjust the Contract Sum.
- M. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

1. Contractor shall submit revised schedules at the next Application for Payment following approval and acceptance of the Contract Change Order.
- N. Promptly enter changes in Project Record Documents.

1.07 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01 70 00.
 2. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited to, the following:
 - a. Completion of Contract Closeout requirements
 - b. Project record and other closeout documents
 - c. Completion of final punch list items
 - d. Delivery of extra materials, products and or stock
 - e. Identification of unsettled claims
 - f. Proof that taxes, fees, and similar obligations are paid
 - g. Evidence of payment and release of liens
 - h. Operating and maintenance instruction manuals
 - i. Consent of surety to final payment
 - j. Waivers and releases
 - k. Warranties, guarantees and maintenance agreements
- C. Retention
 1. Retention will be released no sooner than 35 days and not later than 60 days after Notice of Completion has been recorded with the County Recorder's Office.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electronic document submittal service.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Progress photographs.
- G. Coordination drawings.
- H. Requests for Interpretation.
- I. Submittals for review, information, and project closeout.
- J. Number of copies of submittals.
- K. Submittal procedures.
- L. Labor Compliance Program

1.02 RELATED REQUIREMENTS

- A. Section 01 20 00 - Price and Payment Procedures:
 - 1. Proposal Requests, Construction Change Directives and Change Orders.
 - 2. Applications for Payment and the Schedule of Values.
- B. Section 01 32 16 - Construction Progress Schedule: Form, content, and administration of schedules.
- C. Section 01 40 00 - Quality Requirements: Test and inspection reports.
- D. Section 01 45 33 - Code Required Special Inspections & Procedures: Construction oversight procedures by DSA regarding the execution, approval, and closeout of this building project.
- E. Section 01 60 00 - Product Requirements: Requests for substitutions of materials, products, equipment and systems.
- F. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
 - 1. Requirements for preparation and submission of operation and maintenance data.
 - 2. Lien and bonding company releases, keys, inspection records from authorities having jurisdiction and insurance documents.
 - 3. Submittals for occupancy, Acceptance and Final Payment.
- G. Section 01 78 00 - Closeout Submittals: Project record documents.
 - 1. Procedures for submitting warranty and guarantee documentation.

- H. Section 01 91 13 - General Commissioning Requirements: Additional procedures for submittals relating to commissioning.
 - 1. Where submittals are indicated for review by both Architect and the Commissioning Authority, submit one extra and route to Architect first, for forwarding to the Commissioning Authority.
 - 2. Where submittals are not indicated to be reviewed by Architect, submit directly to the Commissioning Authority; otherwise, the procedures specified in this section apply to commissioning submittals.
- I. Divisions 2 through 33 Sections: Procedures for specific submittals specified in those Sections to be made at Contract closeout.

1.03 REFERENCE STANDARDS

- A. AIA G810 - Transmittal Letter; 2001.

1.04 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires responsive action by Construction Manager and Architect or other responsible design professional.
- B. Informational Submittals: Written information that does not require responsive action by Construction Manager and Architect or other responsible design professional.
- C. Unsolicited Submittals: Action or informational submittals not required by the Contract Documents or not requested by the reviewer. Unsolicited submittals may be returned with notation "not reviewed."
- D. Product Data: Standard published information ("catalog cuts") and specially prepared data for the Work of the Contract, including standard illustrations, schedules, brochures, diagrams, performance charts, instructions and other information to illustrate a portion of the Work.
- E. Request for Interpretation (RFI): A document submitted by the Contractor requesting clarification of a portion of the Contract Documents, hereinafter referred to as an RFI.
- F. Samples: Physical examples that demonstrate the materials, finishes, features, workmanship and other characteristics of a portion of the Work. Accepted samples shall serve as quality basis for evaluating the Work.
- G. Shop Drawings, Product Data and Samples: Instruments prepared and submitted by Contractor, for Contractor's benefit, to communicate to Architect the Contractor's understanding of the design intent, for review and comment by Architect on the conformance of the submitted information to the general intent of the design. Shop drawings, product data and samples are not Contract Documents.
- H. Shop Drawings: Drawings, diagrams, schedules and illustrations, with related notes, specially prepared for the Work of the Contract, to illustrate a portion of the Work.
- I. Other Submittals: Technical data, test reports, calculations, surveys, certifications, special warranties and guarantees, operation and maintenance data, extra stock and other submitted information and products shall not be considered as Contract Documents but shall be information from Contractor to Architect to illustrate a portion of the Work for confirmation of understanding of design intent.

1.05 ADMINISTRATIVE PROJECT COORDINATION

- A. Project Coordinator: Architect's Construction Administrator.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for material delivery access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 - 2. Contractor and Architect are required to use this service.

3. It is Contractor's responsibility to submit documents in PDF format.
 4. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the service at no extra charge.
 5. Users of the service need an email address, Internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 6. Paper document transmittals will not be reviewed; emailed PDF documents will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Cost: The cost of the service is to be paid by Contractor; include the cost of the service in the contract sum.
- C. Submittal Service: Use one of the following:
1. Any Service acceptable to both District and Architect.
 2. Bluebeam Software Inc.; Bluebeam Revu Studio: www.bluebeam.com.
 3. Submittal Exchange (tel: 1-800-714-0024): www.submittalexchange.com.
 4. EADOC LLC (tel: 1-877-305-3844): www.eadocsoftware.com.
 5. Newforma Project Cloud: www.newformaprojectcloud.com.
- D. Training: One, one-hour, web-based training session will be arranged for all participants, with representatives of Architect and Contractor participating; further training is the responsibility of the user of the service.
- E. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for District.

3.02 PRECONSTRUCTION MEETING

- A. District will schedule a meeting after Notice of Award.
- B. Attendance Required:
1. District.
 2. Architect.
 3. Contractor.
- C. Agenda:
1. Execution of District-Contractor Agreement.
 - a. Issue Notice to Proceed.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 5. Designation of personnel representing the parties to Contract and Architect.

6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
 8. Scheduling activities of a Geotechnical Engineer.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, District, participants, and those affected by decisions made.

3.03 SITE MOBILIZATION MEETING

- A. District will schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
1. Contractor.
 2. District.
 3. Architect.
 4. Special Consultants.
 5. Contractor's Superintendent.
 6. Major Subcontractors.
 7. Inspector of Record.
 8. DSA Field Representative.
- C. Agenda:
1. Designation of Key Personnel: Contractor shall designate key personnel and provide a name and address list which includes the following:
 - a. Contractor: Project Manager and Superintendent.
 - b. Major subcontractors: Principal/Project Manager and Superintendent.
 - c. Major materials suppliers: Contact person.
 2. Distribute and discuss list of subcontractors and suppliers.
 - a. Fingerprinting requirements
 3. Project Communication Procedures: Review requirements and administrative requirements for written and oral communications.
 - a. Review requirements and administrative procedures Contractor may wish to institute for identification and reporting purposes.
 - b. Working hours
 - c. Labor Compliance Officer presentation
 - d. Insurance Services including OCIP
 - g. Progress payments
 4. Change Procedures: Review requirements and administrative procedures for Change Orders, Construction Change Directives, Architect's supplemental instructions and Contractor's Requests for Interpretation.
 5. Use of premises by District and Contractor.
 - a. Site access restrictions, if any, and requirements to avoid disruption of operations at adjoining facilities or operations.

- b. Construction Facilities and Temporary Utilities: Designate storage and staging areas, construction office areas; review temporary utility provisions; present District's requirements for use of premises.
 - c. Use of the Project site and parking availability
 - d. Temporary facilities
 - e. Equipment deliveries and priorities
 - f. Environmental Health & Safety
 - g. Safety procedures
- 6. District's requirements and partial occupancy prior to completion.
- 7. Construction facilities and controls provided by District.
- 8. Temporary utilities provided by District.
- 9. Survey and building layout.
- 10. Security and housekeeping procedures.
- 11. Schedules.
 - a. Distribute and discuss initial construction schedule and critical work sequencing of major elements of Work;
 - b. Include coordination of District Furnished / Contractor Installed (OFCI) products;
 - c. Work under separate contracts by serving utility agencies;
 - d. Work under separate contracts by companies and District.
- 12. Review requirements for Contractor's coordination of Work; review sequence and schedule for work being performed for District under separate contracts.
- 13. Submittals Administration: Review administrative procedures for shop drawings, product data and samples submittals and review of preliminary Submittals Schedule.
- 14. Materials and Equipment:
 - a. Review substitution requirements;
 - b. Review schedule for major equipment purchases and deliveries;
 - c. Review materials and equipment to be provided by District (OFCI products).
- 15. Permits and Fees: Review Contract requirements and review schedule and process for obtaining permits and paying fees.
- 16. Application for payment procedures.
- 17. Procedures for testing.
 - a. Review tests and inspections to be performed by the following:
 - 1) Independent testing and inspection agency.
 - 2) Manufacturers and installers.
 - 3) Serving utilities and public agencies.
 - 4) Authorities having jurisdiction.
- 18. Procedures for maintaining record documents.
- 19. Requirements for start-up of equipment.
 - a. Operation and Maintenance Data:
 - 1) Format and content of operation and maintenance manuals; instruction of Owner's personnel.

20. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, District, participants, and those affected by decisions made.

3.04 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
 1. Every discussion item at Project meetings shall be numerically identified and carried through subsequent meeting minutes until resolved
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 1. Contractor.
 2. District.
 3. Architect.
 4. Contractor's Superintendent.
 5. Major Subcontractors.
- D. Agenda:
 1. Review minutes of previous meetings.
 - a. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
 - b. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
 - c. Challenge to minutes shall be settled as priority portions of "old business" at the next regularly scheduled meeting.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication, long lead items, and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 - a. Develop corrective measures and procedures, including but not necessarily limited to additional personnel loading to regain planned schedule.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Requests for Interpretation (RFI) status.
 12. Maintenance of quality and work standards.

13. Effect of proposed changes on progress schedule and coordination.
 14. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, District, participants, and those affected by decisions made.
 - F. Meeting Time and Location: As mutually agreed by District and Contractor, at on-site location.
 - G. Special Meetings: As necessary, Construction Manager may convene special meetings to discuss specific construction issues in detail and to plan specific activities.

3.05 PRE-INSTALLATION CONFERENCES

- A. Pre-Installation Conferences: When specified in individual product specification Sections, convene a pre-installation conference prior to commencing Work specified in individual product Sections.
 1. Require attendance by representatives of firms whose activities directly affect or are affected by Work specified in the Section.
 2. Review conditions of installation, preparation and installation procedures and coordination with related Work and work under separate contracts.

3.06 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 32 16

- A. Coordinate these general schedule guidelines with the specific requirements of the Construction Manager.
- B. Contractor's Review: All schedules shall be reviewed and approved by Contractor prior to submission for Architect's and Construction Manager's review.
- C. Reviews by Architect and Construction Manager will be to ascertain the general status of construction and shall not be interpreted to establish or approve the means, methods, techniques and sequences of construction.

3.07 CONSTRUCTION PROGRESS REPORTS

- A. Daily Log: Contractor shall maintain a written daily log at the job site with copies provided to the Construction Manager. Include the following as a minimum:
 1. Date.
 2. Weather conditions.
 3. Subcontractors and Trades on the Site and number of workers each and number of hours worked by each worker.
 4. List of visitors to site, giving name, company or agency affiliation and telephone number.
 5. Specific problems or hindrances to normal progress of Work.
 6. Changes to Work and who authorized changes.
- B. Submission of Logs: Submit one copy of daily log to Construction Manager and Architect at weekly intervals.

3.08 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.

- B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- C. Photography Type: Digital; electronic files.
- D. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Architect.
- E. In addition to periodic, recurring views, take photographs of each of the following events:
 - 1. Completion of site clearing.
 - 2. Excavations in progress.
 - 3. Foundations in progress and upon completion.
 - 4. Structural framing in progress and upon completion.
 - 5. Enclosure of building, upon completion.
 - 6. Final completion, minimum of ten (10) photos.
- F. Views:
 - 1. Provide aerial photographs from four cardinal views at each specified time, until structure is enclosed.
 - 2. Provide non-aerial photographs from four cardinal views at each specified time, until Date of Substantial Completion.
 - 3. Consult with Architect for instructions on views required.
 - 4. Provide factual presentation.
 - 5. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
 - 6. Point of View Sketch: Provide sketch identifying point of view of each photograph.
- G. Digital Photographs: 24 bit color, minimum resolution of 2584 x 1936 ("5 megapixel"), in JPG format; provide files unaltered by photo editing software.
 - 1. Delivery Medium: Via email with project record photo CD.
 - 2. File Naming: Include project identification, date and time of view, and view identification.
 - 3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.
 - 4. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
 - 5. Photo CD(s): Provide 1 copy including all photos cumulative to date and PDF file(s), with files organized in separate folders by submittal date.
 - 6. Hard Copy: Printed hardcopy (grayscale) of PDF file and point of view sketch.

3.09 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.
- C. See Section 01 31 14 - Facility Coordination

3.10 CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFI)

- A. Contractor shall comply with procedures specified herein to make a Request for Interpretation (RFI).
 - 1. Prior to submitting a written RFI, when possible, the Contractor shall have a verbal conversation with the Architect to discuss the item in question.
- B. The Contractor shall request that the Architect make an interpretation of the requirements of the Contract Documents for resolution of the following:
 - 1. Inability to determine from the Contract Documents the exact material, process, or system to be installed;
 - 2. Or when the elements of construction are required to occupy the same space (interference);
 - 3. Or when an item of Work is described differently at more than one place in the Contract Documents; .
- C. Submission of RFIs: RFIs shall be prepared and submitted on form acceptable to Architect.
 - 1. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.
 - 2. Each RFI shall be limited to a single discrete subject.
 - 3. Each RFI shall be given a discrete, consecutive number.
 - 4. Each page of the RFI and each attachment to the RFI shall bear the Project name, Architect's Project number, date, RFI number and a descriptive title.
 - 5. Contractor shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation.
 - 6. Make submission of RFIs to Architect.
 - 7. RFI may be submitted by email as a PDF attachment or through an electronic service if agreed to in advance by all parties.
- D. Subcontractor-Initiated and Supplier-Initiated RFIs:
 - 1. RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by Contractor.
 - a. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the Contractor.
 - 2. Contractor shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - a. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation.
 - 1) Such issues are solely the Contractor's responsibility.
 - b. Contractor shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- E. Requested Information:
 - 1. Contractor shall carefully study the Contract Documents to ensure that information sufficient for interpretation of requirements of the Contract Documents is not already

included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.

2. In all cases in which RFIs are issued to request clarification of issues related to
 3. In all cases, the Contractor shall furnish all information required for the Architect to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the Contractor shall proceed for RFIs issued to request clarification of issues related to:
 - a. Means, methods, techniques and sequences of construction, for example
 - b. Pipe and duct routing, clearances;
 - c. Specific locations of Work shown diagrammatically;
 - d. Apparent interferences and similar items.
 4. If information included with this type RFI by the Contractor is insufficient, the RFI will be returned unanswered.
- F. Unacceptable Uses for RFIs: RFIs shall not be used for the following purposes:
1. To request approval of submittals.
 2. To request approval of substitutions. See Section 01 60 00 - Product Requirements.
 3. To request changes that entail change in Contract Time and Contract Sum. (Comply with provisions of the Conditions of the Contract), as discussed in detail during pre-construction conference).
 4. To request different methods of performing Work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
- G. Disputed Requirements: In the event the Contractor believes that a clarification by the Architect results in additional cost or time, Contractor shall not proceed with the Work indicated by the RFI until authorized to proceed by the District and claims, if any, are resolved in accordance with provisions in the Conditions of the Contract.
- H. RFI Log: Contractor shall prepare and maintain a log of RFIs, and at any time requested by the Architect or District, the Contractor shall furnish copies of the log showing all outstanding RFIs.
- I. Review Time: Architect will return RFIs to Contractor and District within ten calendar days of receipt.
1. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the response period.
 2. Architect will endeavor to respond in a timely fashion to RFIs, in less than the allotted time. Some RFI's could take longer depending on third party responses.

3.11 SUBMITTAL ADMINISTRATION REQUIREMENTS

- A. Administrative Requirements: Submittals shall be made in accordance with requirements specified herein and in product Sections of the Specifications.
- B. Transmission of Submittals: Transmit all submittals to the Architect, unless otherwise directed. Include all information specified below for identification of submittal and for monitoring of review process.
- C. Timing of Submittals: Make submittals sufficiently in advance of construction activities to allow shipping, handling and review by the Architect and Architect's consultants.

D. Submittals Identification:

1. Title each submittal with Project name, Architect's Project number and submission date.
2. Identify each element on submittal by reference to Drawing sheet number, detail, schedule, room number, assembly or equipment number, Specifications article and paragraph, and other pertinent information to clearly correlate submittal with Contract Drawings.
3. Identify each submittal by Specification Section number followed by a number indicating sequential submittal for that Section. For example:
 - a. 09 21 16-1 First submittal for Section 09 21 16 - Gypsum Board.
 - b. 09 21 16-2 Second submittal for Section 09 21 16 - Gypsum Board.
4. Resubmittals shall use same number as original submittal, followed by a letter indicating sequential resubmittal. For example:
 - a. 09 21 16-2A Resubmission of second submittal for Section 09 21 16 - Gypsum Board.
 - b. 09 21 16-2B Second resubmission of second submittal for Section 09 21 16 - Gypsum Board.

E. Grouping of Submittals: Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items. The Architect may reject partial submittals as incomplete or hold them until related submittals are made.

F. Unsolicited Submittals: Unsolicited submittals will be returned unreviewed.

G. Changes and Deviations: Identify all deviations in Submittals from requirements of Drawings and Specifications.

1. Changes in the Work shall not be authorized by submittals review actions.
2. No review action, implicit or explicit, shall be interpreted to authorized changes in the Work.
3. Changes shall only be authorized by separate written Contract Change Order or Construction Change Directive, in accordance with the Conditions of the Contract and Section 01 20 00 - Price and Payment Procedures.

H. Record Submittals: When record submittals are specified, submit three copies or sets only. Record submittals will not be reviewed but will be retained for historical and maintenance purposes.

3.12 SUBMITTALS SCHEDULE

A. Format: Prepare schedules in Gantt format using software at Contractor's option, providing clear indication of sequencing and scheduling of Work, for determination of "critical path" of construction progress.

1. Submittals shall be connected to the related construction element by a graphically indicated critical path on the same page.
2. Present schedules using opaque reproductions on substantial paper, with sheet size a multiple of 8-1/2 inches by 11-inches and large enough to clearly read characters.

B. Content:

1. List all items specified to be submitted, indicating:

- a. Submittal number (As indicated above).
 - b. Submittal type (i.e., product data, shop drawings, sample, quality control report, maintenance and operating data, etcetera).
 - c. Scheduled date submittal is to be made.
 - d. Date review should be complete in order to maintain construction on schedule.
- 2. Allow time for Architect's request for revisions or corrections and resubmittal by Contractor and the ensuing review by the Architect.
- 3. Allow time for shipping and distribution to involved parties. Minimum 1 day, including those sent by electronic transmission.
- C. Administration:
 - 1. Submit initial Submittals Schedule within 14 days of date of Notice of Award of construction.
 - 2. After review and return by Architect, resubmit Submittals Schedule within 10 days and thereafter submit updated Submittals Schedules at each Construction Progress Meeting.
 - 3. Submit one copy each to Owner, Owner Representative, and Architect.
- D. Posting: Post one copy of most recent Submittals Schedule in Contractor's field office, readily available to Owner, Owner Representative, and Architect. Update bi-weekly with project schedule.
- E. Archive: Preserve a minimum of two copies of all superseded schedules, with one copy available at field office for review by District or Architect.

3.13 CONTRACTOR'S REVIEW OF SUBMITTALS

- A. Contractor's Review of Submittals: Prior to submission to Architect for review, Contractor shall review each submittal for completeness and conformance to specified requirements. Contractor shall stamp each submittal with a review action stamp, sign and certify each copy.
 - 1. Field measurements have been determined and verified.
 - 2. Conformance with requirements of Contract Drawings and Specifications is confirmed.
 - 3. Catalog numbers and similar data are correct.
 - 4. Work being performed by various subcontractors and trades is coordinated.
 - 5. Field construction criteria have been verified, including confirmation that information submitted has been coordinated with the work being performed by others for District and actual site conditions.
 - 6. All deviations from requirements of Drawings and Specifications have been identified and noted.
- B. Changes in Work: Changes in the Work shall not be authorized by submittals review actions. No review action, implicit or explicit, shall be interpreted to authorized changes in the Work. Changes shall only be authorized by separate written direction, in accordance with the Conditions of the Contract.

3.14 ARCHITECT'S REVIEW OF SUBMITTALS

- A. Architect's Review of Submittals:

1. Submittals shall be a communication aid between Contractor and Architect by which interpretation of Contract Documents requirements may be confirmed in advance of construction.
 2. Reviews by Architect and Architect's consultants shall be only for general conformance with the design concept of the Project and general compliance with the information given in the Drawings and Specifications.
 - a. Architect will not review dimensions.
- B. Contract Requirements:
1. Review actions by Architect and Architect's consultants shall not relieve the Contractor from compliance with requirements of the Drawings and Specifications.
 2. No review action, implicit or explicit, shall be interpreted to authorize changes in the Work. Changes shall only be authorized by separate written Change Order or Construction Change Directive, in accordance with the Conditions of the Contract.

3.15 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 - a. Submit copies of original catalog pages or xerographic copies only, with applicable data highlighted and cross-referenced to Drawings and Specifications requirements.
 - b. Modifications to Standard Product Data:
 - 1) Modify manufacturer's standard catalog data to indicate precise conditions of the Project.
 - 2) Comply with requirements as for shop drawings.
 - 3) Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.
 2. Shop drawings.
 - a. Preparation:
 - 1) Original drawings prepared for submittal review, fabrication and execution of Work.
 - 2) Direct copies and modified reproductions of Contract Drawings will not be accepted for review.
 - 3) Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.
 - b. Coordination: Show all field dimensions and relationships to adjacent or critical features of Work.
 3. Samples for selection.
 4. Samples for verification.
 5. Samples Submittals:
 - a. Quantity:
 - 1) Submit minimum of four (4) samples of each of color, texture and pattern.
 - 2) Submit one item only of actual assembly or product.

- 3) Unless otherwise noted, full-size and complete samples will be returned and may be incorporated into field mock-ups and the Work.
- b. Color Selection Samples: Architect will review and select colors for Project only after all colors are received, so that colors may be properly coordinated.
- c. Copies: Submit actual samples. Photographic or printed reproductions will not be accepted.
- d. Review of Field Samples: Review by Architect of field samples will be made for the following example products, as applicable, if not otherwise required and if requested by Contractor.
 - 1) Concrete wall finishes and detailing (edges, corners and reveals).
 - 2) Concrete paving colors and textures.
 - 3) Gypsum board textures and finishes.
 - 4) Field-applied paint colors and finishes.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.16 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for District. No action will be taken.
- C. Construction Progress Reports.

3.17 SUBMITTAL REQUIREMENTS FOR COMMISSIONING

- A. The Commissioning Authority will receive a copy of the standard submittals for equipment to be commissioned.
- B. The Commissioning Authority may require additional documentation necessary for the commissioning process. The Contractor will receive a written request from the Commissioning Authority for specific equipment or system information.

3.18 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.

- B. Submit Final Correction Punch List for Substantial Completion.
- C. See Section 01 78 00 - Closeout Submittals.
- D. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - a. Include operation and maintenance data submittals in Submittals Schedule specified above.
 - b. Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of design Professional, if applicable.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- E. Submit for District's benefit during and after project completion.

3.19 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format with renderable text; a reviewed electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
 - 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches or 11 x 17 inches: Submit one copy; the Contractor shall make his own copies from original returned by the Architect after making his own file copy.
- B. Printed Documents for Review:
 - 1. For Structural Steel submittals only; Larger Sheets, Not Larger Than 30 x 42 inches and minimum 17 x 22 inches: Submit one electronic copy in PDF format and one opaque reproduction.
- C. Extra Copies at Project Closeout: See Section 01 78 00.
- D. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.
- E. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.20 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Do not reproduce the Contract Documents to create shop drawings.
 - 3. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmittal Form: AIA G810 or as agreed to in advance.

- C. Transmit each submittal with a copy of approved submittal form.
- D. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
 - 1. Unstamped or incomplete submittal will be returned without review.
- G. Deliver submittals to Architect at business address.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- I. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor. More complicated submittals such as structural steel shop drawings may require more time and multiple reviews.
- J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- K. Provide space for Contractor and Architect review stamps.
- L. When revised for resubmission, identify all changes made since previous submission.
- M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- N. Submittals not requested will not be recognized or processed.

3.21 LABOR COMPLIANCE PROGRAM

- A. Labor Compliance Program Meeting:
 - 1. After the District awards the Contract, and prior to the commencement of the work, a mandatory pre-job LCP Meeting will be conducted by the LCP representative with the Contractor(s) and those subcontractors listed in the Bid Documents – as part of the Pre-Construction Meeting or as a separate meeting.
 - 2. At that meeting, the LCP representative will discuss the federal and state labor law requirements applicable to the contract including prevailing wage requirements, respective record keeping responsibilities, the requirement for the submittal of certified payroll records to the District, and the prohibition against discrimination in employment.
 - 3. The LCP representative will provide the Contractor and each subcontractor with a checklist of labor law requirements and will discuss, in detail, the following checklist items:
- B. Payment of Prevailing Wage Rates
 - 1. The Contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay no less than the specified general prevailing wage rates to all workers employed in the execution of the contract, including each subcontract.
 - 2. The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the

contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

C. Apprentice

1. It is the duty of the Contractor and subcontractor's to employ registered apprentices on the public works project under Labor Code Section 1777.5;

D. Penalties

1. There are penalties required for Contractor's/ subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1771.1; 1777.7 and 1813;

E. Certified Payroll Reports

1. Under Labor Code Section 1776, Contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification for each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.
2. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776;
3. Each contractor and every lower-tier subcontractor and supplier is required to submit certified payrolls and labor compliance documentation electronically as specified by the District.
4. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each Contractor and subcontractor will be given a Log On identification and a password to access the District's reporting system.
5. Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software.
6. This electronic reporting requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.
7. Under Labor Code Section 1776(g) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request.

F. Nondiscrimination in Employment

1. There exist prohibition against employment discrimination under Labor Code Sections 1735 and 1776.6, the Government Code, the Public Contracts Code and Title VII of the Civil Rights Act of 1964;

G. Kickbacks Prohibited

1. Contractors and subcontractors are prohibited from recapturing wages illegally or extracting “kickbacks” from employee wages under Labor Code Section 1778;

H. Itemized Wage Deduction Statement

1. Under Labor Code Section 226, every employer shall at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the gross wages, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, name of the employee and his/her social security number, the name and address of the employer and all applicable hourly rates in effect during the pay period.

I. Acceptance of fees prohibited

1. There exists a prohibition against Contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780;

J. Listing of Subcontractors

1. All prime Contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one half of one percent, pursuant to Government Code Section 4100 et seq;

K. Proper Licensing

1. Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law found at Business and Professions Code Section 7000 et seq.

L. Unfair Competition Prohibited

1. Contractors/ subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208;

M. Workers Compensation Insurance

1. Labor Code Section 1861 requires that Contractors and subcontractors be insured properly for Workers Compensation.

N. OSHA

1. Contractors and subcontractors are required to abide by the Occupational Safety and Health laws and regulations that apply to the particular construction project.

O. Employment Diversity

1. The requirement to demonstrate employment diversity in the hiring of women and ethnic groups as outlined in the Public Contracts Code Section 10115 and in the District contract.

- P. The Contractor's and subcontractors present at the meeting will be given the opportunity to ask questions of the LCP representative relative to the items contained in the Labor Law Requirements Checklist. The checklist will then be signed by the Contractor's representative and the District's LCP representative, a representative of each subcontractor, and the District's LCP representative.
 - 1. At the meeting, the District's LCP representative will provide the Contractor with a copy of the District's LCP package.
- Q. It will be the Contractor's responsibility to provide copies of the LCP package to all of the Contractor's listed subcontractors and to any substituted subcontractors.

END OF SECTION

REQUEST FOR BID INFORMATION

Project: Cajon HS - Theater Renovation
RRC Project No.: 1-78-04
Contractor's Name:
Contractor's Address:

RFBI No.: 0
Date:

To: Ruhnau Ruhnau Clarke
Attn: Art Lucero

Brief Summary of this RFBI:

Drawing Refs.

Specification Refs.

Details of this RFBI:

Suggested Solution:

Response required by:

Submitted by:

Organization:

Response:

Response by:

Date:

Organization:

cc: File: 1.78.04

RFI #

SECTION 01 31 13
FACILITY SERVICES COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Services of a coordinator for facility services construction.
- B. Coordination documents.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Responsibilities of separate contractors.
 - 1. Various types of Work to be coordinated, including Owner-Furnished / Contractor-Installed products.
- B. Section 01 30 00 - Administrative Requirements: Additional requirements for coordination.
- C. Section 01 60 00 - Product Requirements: Spare parts and maintenance materials.
 - 1. Coordination of products, especially general requirements for system completeness and product substitutions.
- D. Section 01 70 00 - Execution and Closeout Requirements: Starting of Systems. Systems Demonstration.
- E. Section 01 78 00 - Closeout Submittals: Project record documents.

1.03 MECHANICAL AND ELECTRICAL COORDINATOR

- A. Employ and pay for services of a person, technically qualified and administratively experienced in field coordination of the type of work required to be coordinated, for the duration of the Work.
 - 1. This designated individual may serve a dual role on the project team.

1.04 SUBMITTALS

- A. Submit name, address, and telephone number of coordinator and name of principal officer for review.
- B. Submit coordination drawings and schedules prior to submitting shop drawings, product data, and samples.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 COORDINATION REQUIRED

- A. Contractor shall coordinate the Work as stated in the Conditions of the Contract.
 - 1. Contractor shall also coordinate Work under the Contract with work under separate contracts by District.

2. Contractor shall cooperate with District, Construction Manager, and others as directed by District in scheduling and sequencing the incorporation into the Work of Owner Furnished/Contractor Installed (OFICI) products identified in the Contract Drawings and Specifications.
- B. Relationship of Documents:
1. Drawings, Specifications and other Contract Documents in the Project Manual are intended to be complementary.
 2. What is required by one shall be as if required by all.
 3. What is shown or required, or may be reasonably inferred to be required, or which is usually and customarily provided for similar work, shall be included in the Work.
- C. Discrepancies:
1. Error, omission, ambiguity or conflict in Drawings or Specifications shall be brought to Architect's attention during the bidding period, for Architect's determination and direction in accordance with provisions of the Conditions of the Contract.
- D. Construction Interfacing and Coordination: Layout, scheduling and sequencing of Work shall be solely the Contractor's responsibility.
1. Contractor shall verify, confirm and coordinate field measurements so that new construction correctly and accurately interfaces with conditions existing prior to construction.
- E. Contractor shall bring together the various parts, components, systems and assemblies as required for the correct interfacing and interpretation of all elements of the Work. All work required to provide complete and fully operational systems shall be included in the contract price. Contractor shall coordinate Work to correctly and accurately connect abutting, adjoining, overlapping and related elements, including work under separate contracts by District, utility agencies and companies.
1. All work required to provide complete and fully operational systems shall be included in the contract price.
 2. Contractor shall coordinate Work to correctly and accurately connect abutting, adjoining, overlapping and related elements, including work under separate contracts by District, utility agencies and companies.
- F. Coordinate the work listed below:
1. Fire Suppression: Division 21.
 2. Plumbing: Division 22.
 3. Heating, Ventilating, and Air Conditioning: Division 23.
 4. Electrical: Division 26.
 5. Communications: Division 27.
 6. Electronic Safety and Security: Division 28.
 7. Site Utilities: Division 33.
- G. Coordinate progress schedules, including dates for submittals and for delivery of products.
- H. Conduct meetings among subcontractors and others concerned, to establish and maintain coordination and schedules, and to resolve coordination matters in dispute.

- I. Participate in progress meetings. Report on progress of work to be adjusted under coordination requirements, and any required changes in schedules. Transmit minutes of meetings and reports to concerned parties.
- J. Coordination of subcontracts and separate Contracts
 - 1. Superintendence of Work:
 - a. Contractor shall appoint a field superintendent and a project manager, who shall directly and full time supervise and coordinate all Work of the Contract.
 - 2. Subcontractors, Trades and Materials Suppliers:
 - a. Contractor shall require all subcontractors, trades, crafts and suppliers to coordinate their portions of Work with the Contractor's field superintendent to prevent scheduling, sequencing, dimensional and other conflicts and omissions.
 - 3. Coordination with Work Under Separate Contracts:
 - a. Contractor shall coordinate and schedule Work under the Contract with work being performed for Project under separate contracts by District, serving utilities and public agencies.
 - b. Contractor shall make direct contacts with parties responsible for work of the Project under separate contracts, in order to provide timely notifications and to facilitate information exchanges.

3.02 COORDINATION DOCUMENTS

- A. Prepare coordination drawings to organize installation of products for efficient use of available space, for proper sequence of installation, and to identify potential conflicts.
- B. Prepare a master schedule identifying responsibilities for activities that directly relate to this work, including submittals and temporary utilities; organize by specification section.
- C. Identify electrical power characteristics and control wiring required for each item of equipment.
- D. Maintain documents for the duration of the work, recording changes due to site instructions, modifications or adjustments.
- E. After Architect review of original and revised documents, reproduce and distribute copies to concerned parties.

3.03 COORDINATION OF SUBMITTALS

- A. Review shop drawings, product data, and samples for compliance with Contract Documents and for coordination with related work. Transmit copies of reviewed documents to Architect.
- B. Check field dimensions and clearances and relationship to available space and anchors.
- C. Check compatibility with equipment and work of other sections, electrical characteristics, and operational control requirements.
- D. Check motor voltages and control characteristics.
- E. Coordinate controls, interlocks, wiring of switches, and relays.
- F. Coordinate wiring and control diagrams.
- G. When changes in the work are made, review their effect on other work.
- H. Verify information and coordinate maintenance of record documents.

3.04 COORDINATION OF SUBSTITUTIONS AND MODIFICATIONS

- A. Review proposals and requests for substitution prior to submission to Architect.
- B. Verify compliance with Contract Documents and for compatibility with work of other sections.
- C. Submit with recommendation for action.

3.05 OBSERVATION OF WORK

- A. Observe work for compliance with Contract Documents.
- B. Maintain a list of observed deficiencies and defects; promptly submit.

3.06 DOCUMENTATION

- A. Observe and maintain a record of tests. Record:
 - 1. Specification section number and product name.
 - 2. Name of Contractor, subcontractor, and special inspector.
 - 3. Name of testing agency and name of inspector.
 - 4. Name of manufacturer's representative present.
 - 5. Date, time, and duration of tests.
 - 6. Type of test, and results.
 - 7. Retesting required.
- B. Assemble background documentation for dispute and claim settlement.
- C. Submit copies of documentation to Architect upon request.

3.07 EQUIPMENT START-UP

- A. Verify utilities, connections, and controls are complete and equipment is in operable condition as required by Section 01 70 00.
- B. Observe start-up and adjustments, test run, record time and date of start-up, and results.
- C. Observe equipment demonstrations made to District; record times and additional information required for operation and maintenance manuals.

3.08 INSPECTION AND ACCEPTANCE OF EQUIPMENT

- A. Prior to inspection, verify that equipment is tested, operational, clean, and ready for operation.
- B. Assist Architect with review. Prepare list of items to be completed and corrected.

END OF SECTION

SECTION 01 31 14

LABOR COMPLIANCE PROGRAM (LCP) COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. LCP Coordination Activities
- B. LCP Meeting

1.02 RELATED SECTIONS

- A. Project Coordination and Meetings
- B. Price and Payment Procedures

1.05 LABOR COMPLIANCE PROGRAM MEETING

After the DISTRICT awards the Contract, and prior to the commencement of the work, a mandatory pre-job LCP Meeting will be conducted by the LCP representative with the CONTRACTOR(s) and those subcontractors listed in the Bid Documents – as part of the Pre-Construction Meeting or as a separate meeting.

At that meeting, the LCP representative will discuss the federal and state labor law requirements applicable to the contract including prevailing wage requirements, respective record keeping responsibilities, the requirement for the submittal of certified payroll records to the DISTRICT, and the prohibition against discrimination in employment.

The LCP representative will provide the CONTRACTOR and each subcontractor with a checklist of labor law requirements and will discuss, in detail, the following checklist items:

1. Payment of Prevailing Wage Rates

The CONTRACTOR to whom the contract is awarded and its subcontractors hired for the public works project are required to pay no less than the specified general prevailing wage rates to all workers employed in the execution of the contract, including each subcontract.

The CONTRACTOR is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentice

It is the duty of the CONTRACTOR and subcontractor's to employ registered apprentices on the public works project under Labor Code Section 1777.5;

3. Penalties

There are penalties required for CONTRACTOR'S/ subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1771.1; 1777.7 and 1813;

4. Certified Payroll Reports

Under Labor Code Section 1776, CONTRACTORS and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification for each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776;

Each CONTRACTOR and every lower-tier subcontractor and supplier is required to submit certified payrolls and labor compliance documentation electronically as specified by the DISTRICT.

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and a password to access the DISTRICT's reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The CONTRACTOR's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software.

This electronic reporting requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

Under Labor Code Section 1776(g) there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

5. Nondiscrimination in Employment

There exist prohibition against employment discrimination under Labor Code Sections 1735 and 1776.6, the Government Code, the Public Contracts Code and Title VII of the Civil Rights Act of 1964;

6. Kickbacks Prohibited

CONTRACTORS and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778;

7. Itemized Wage Deduction Statement

Under Labor Code Section 226, every employer shall at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the gross wages, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, name of the employee and his/her social security number, the name and

address of the employer and all applicable hourly rates in effect during the pay period.

8. Acceptance of fees prohibited

There exists a prohibition against CONTRACTOR/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780;

9. Listing of Subcontractors

All prime CONTRACTORS are required to list properly all subcontractors hired to perform work on the public works projects covering more than one half of one percent, pursuant to Government Code Section 4100 et seq;

10. Proper Licensing

CONTRACTORS are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law found at Business and Professions Code Section 7000 et seq.

11. Unfair Competition Prohibited

CONTRACTORS/ subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208;

12. Workers Compensation Insurance

Labor Code Section 1861 requires that CONTRACTORS and subcontractors be insured properly for Workers Compensation.

13. OSHA

Contractors and subcontractors are required to abide by the Occupational Safety and Health laws and regulations that apply to the particular construction project.

14. Employment Diversity

The requirement to demonstrate employment diversity in the hiring of women and ethnic groups as outlined in the Public Contracts Code Section 10115 and in the DISTRICT contract.

The CONTRACTOR's and subcontractors present at the meeting will be given the opportunity to ask questions of the LCP representative relative to the items contained in the Labor Law Requirements Checklist. The checklist will then be signed by the CONTRACTOR's representative and the DISTRICT's LCP representative, a representative of each subcontractor, and the DISTRICT's LCP representative.

At the meeting, the DISTRICT's LCP representative will provide the CONTRACTOR with a copy of the DISTRICT's LCP package.

It will be the CONTRACTOR's responsibility to provide copies of the LCP package to all of the CONTRACTOR's listed subcontractors and to any substituted subcontractors.

PART 2 PRODUCTS (Not Applicable)

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide a Construction Progress Schedule ("schedule") for the entire Work, including all necessary and related sub-schedules.
- B. Provide updates of the Schedule and periodic reports as required.

1.02 RELATED SECTIONS

- A. Summary of the Work
- B. Work Sequence and Phasing
- C. Price and Payment Procedures
- D. Project Coordination and Meetings
- E. Submittals
- F. Testing and Inspection
- G. Contract Closeout

1.03 FORM AND CONTENT OF SCHEDULES

- A. Schedule shall be in the form of a computer-generated Critical Path Method (CPM) network in Precedence Diagram Mode (PDM) showing all construction activities required to complete the Work of the Project within the Contract Time and any DISTRICT-defined Milestones.
- B. Contractor shall utilize Primavera Project Planner™ for Windows® (P6) software (or latest version) by Primavera Systems, Inc. or equivalent scheduling software and employ the Critical Path Method (CPM) in development and maintenance of the contract Schedule network in Precedence Diagram Mode (PDM). The schedule software shall be capable of being resource loaded with manpower, cost and material. It shall be capable of generating time-scaled logic diagrams, resource histograms and profiles, bar- charts and layouts. It should also be capable of generating reports with any/all activity detail.
- C. Schedule shall include but not be limited to the following:
 - 1. Complete sequence, with start and completion dates, of each and every activity of construction or element of the construction process.
 - 2. Phases of construction, with start and completion Milestones, as well as any other Milestones defined by the DISTRICT.
 - 3. Critical submittals, including DISTRICT and ARCHITECT review and approval periods, including 10 workdays for the first submittal (5 days for resubmittal), 14 days when the ARCHITECT's Consultants must review,

and 21 days for review of submittals of Structural Steel, Door Hardware, and Steel Doors and Frames.

4. Procurement, manufacture and/or fabrication; testing and delivery to the Project site of special long-lead-time material and equipment.
 5. Operational start-up, test and balance, performance testing, and training of operators for systems and equipment; for Substantial Completion and for Final Completion.
 6. Temporary facilities; construction of mock-ups, prototypes and/or samples; punch list; interfaces with Separate Work Contracts; and regulatory agency approvals and permits required for performance of the Work.
 7. Deferred Approvals by the Department of the State Architect (DSA), allowing a minimum of ninety (90) days for all Deferred Approval items.
 8. DISTRICT interfaces and owner-furnished equipment, either installed by CONTRACTOR (OFCL) or by OWNER (OFOI).
 9. Decision dates for products specified by allowances, selection of finishes, and other ARCHITECT- or DISTRICT-furnished schedules or decisions.
- D. Schedule shall be updated periodically as specified to show progress of each activity and all changes since the previous submission, including:
1. Major changes in scope.
 2. Activities modified since previous updating.
 3. Revised projections due to changes.
 4. Other identifiable changes.

1.04 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or consultant specializing in CPM scheduling shall have five (5) years minimum experience in scheduling construction work of the size and complexity comparable to this Project, including at least 24 months use of Primavera Project Planner, and shall have use of computer facilities with high-speed Internet access. DISTRICT must approve the Scheduler's resume, experience, and demonstrated skills.
- B. Contractor's Administrative Personnel: Two years minimum experience in using and monitoring CPM schedules on comparable projects.

1.05 SCHEDULE SUBMITTALS

- A. CONTRACTOR shall submit Construction Progress Schedules as follows:
 1. Preliminary Schedule: Submit a preliminary Baseline Schedule within fourteen days after Notice of Award. DISTRICT will review the Preliminary Schedule and return comments within ten workdays.
 2. Initial Schedule: Revise the preliminary Schedule and resubmit within ten days, to provide the Project's Baseline Schedule.
 3. Monthly Schedule Update: While retaining the Baseline Schedule, revise copies to show actual construction progress to date, and submit at

scheduled monthly dates, or as otherwise required by the DISTRICT. ~~Submittals shall consist of updates through the DISTRICT's Internet-based scheduling program.~~

4. In the event that the progress of the Work or the sequencing of the activities of the Work differs significantly from that indicated in the Baseline Schedule, the Contractor shall submit a Recovery Schedule to the DISTRICT, demonstrating the Contractor's plan to recover lost time, achieve all contractual milestones, and complete the work within the Contract Time. Appropriate recovery actions include, but are not limited to, assignments of additional labor or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities, or sequencing changes to increase activity concurrence. An accompanying narrative shall describe the cause of the problems and the actions planned by the Contractor to recover the schedule. The DISTRICT will review the Recovery Schedule and provide comments, leading to approval of the schedule.
- B. CONTRACTOR shall include with schedule submittals (baseline and updates) a written narrative report sufficiently comprehensive to explain the basis and determination of CONTRACTOR's approach to the Work, including but not limited to: activity durations; manpower flow; average crew sizes; equipment requirements; production rates; potential problem areas; permits; all necessary coordination with authorities, utilities suppliers, Separate Work Contracts, and other parties; and long lead delivery items requiring more than thirty (30) days from the date of order to delivery on the Project site. Report shall define problem areas, anticipated delays, or other factors having an impact on the Schedule.
- C. CONTRACTOR shall include with schedule submittals (baseline and updates) a P6 Data File (.xer) of the current submittal for District use. CONTRACTOR shall include PDF exhibits with full detail and critical path with all schedule submittals (baseline and updates).

1.06 SCHEDULE REQUIREMENTS

- A. Schedule shall represent CONTRACTOR's plan to complete the Work within the Milestones and/or Contract Time. However:
 1. A schedule extending beyond the Milestones and/or Contract Time will not be acceptable.
 2. A schedule indicating Work completed in less than the Milestones and/or Contract Time will not be acceptable. CONTRACTOR shall indicate any available float.
 3. A schedule found unacceptable by the DISTRICT shall be revised by CONTRACTOR and resubmitted within five (5) days.
- B. Schedule shall be in sufficient detail to assure adequate planning and execution of Work, including but not limited to:

1. Start and completion of all items of Work and their major components, and all designated dates identified as Milestones by DISTRICT.
2. Construction activity durations shall be limited to no more than two reporting periods, with exception of fabrication and procurement activities, unless approved otherwise by DISTRICT. Activity durations shall be total of actual workdays to perform and complete that activity and shall not include consideration of weather impact on the activity.
3. Activities for procurement, delivery, and installation of equipment, materials and other supplies, including time for submittals, reviews and re-submittals. Include decision dates for selection of finishes.
4. Time for fabrication and delivery of manufactured products for the Work, showing interdependence of procurement and construction activities..
5. Identify each activity with applicable CSI Specification Division number, and coordinate with the CONTRACTOR's approved "Schedule of Values." Include adequate breakdown of activities for the Mechanical and Electrical elements of the work, to enable accurate monitoring and to assure full coordination with DISTRICT operating personnel.
6. Each activity shall be capable of being cost and resource-loaded with the resulting cost total equal to the Contract Amount
7. Activities shall include all associated interface activities contained within the Contract Documents including, but not limited to, DISTRICT maintenance-and-operations activities
8. Each activity shall be defined to permit reasonable monitoring and evaluation of progress in performance of the Work.
9. Activities shall include:
 - a. A description of what is to be accomplished and where.
 - b. Workday duration.
 - c. Responsibility code identifying the performing party for each individual activity.
 - d. Area of Work coded on each Work activity.
 - e. Phase of Work coded on each Work activity.
10. Network shall show continuous flow from left to right.
11. Network shall be capable of multiple sorts as required for DISTRICT review.
12. Program shall be capable of compiling monetary value of completed and partially completed activities, of accepting revised completion dates and re-computation of all dates and float.

13. Contractor shall not sequester float through strategies such as extending activity durations estimates to consume available float, using preferential logic, using extensive or insufficient crew or resource loading, or by using float-suppression techniques, special lead or lag logic restraints, or imposed dates.
 14. Identify days per week and shifts per day worked; also, non-work days and holidays.
 15. Identify activities that constitute controlling operations, i.e., Milestones or Critical Path.
 16. DISTRICT may require additional coding of activities.
- C. Notwithstanding acceptance of the Schedule, failure to identify and/or include any element of the Contract into the Schedule shall not release CONTRACTOR from obligation of completing all required Work in accordance with the Contract Completion Date or any Milestones.
- D. Submittal of the Schedule shall constitute CONTRACTOR's confirmation that the Schedule meets the requirements of the Contract Documents, and the Work will be executed in the sequence indicated in the Schedule.
- E. The Contract Schedule shall take into account all foreseeable factors or risks affecting, or which may affect, the performance of the Work, including historical and predicted weather conditions, applicable laws, regulations or collective bargaining agreements pertaining to labor, transportation, traffic, air quality, noise and any other applicable regulatory requirements.

1.07 COST LOADING OF SCHEDULE

- A. The Contract Schedule shall contain sufficient detail and information so that the CONTRACTOR can cost load the schedule in accordance with the District's coding structure.
- B. Power, security, telephone, PA/intercom, data, clock, video, fire alarm, and HVAC controls cabling shall not be scheduled together in an activity.---
- C. The CONTRACTOR shall assign a cost value to each activity consisting of the sum of labor, material, equipment, overhead, profit, and general conditions costs allocable to that activity. The sum of all such values assigned shall equal the Contract total.
- D. Unless authorized by the DISTRICT, no site-related activity shall have a value exceeding \$100,000. The CONTRACTOR shall not cost load procurement and submittal related activities, unless authorized by the DISTRICT.
- E. For site-stored materials that are eligible for payment as provided by the Contract Documents, the Contractor may load the value of the materials on a one-day delivery activity. Payment for uninstalled materials is limited to major pieces of equipment with a cost value in excess of \$10,000. If the Work includes items covered by allowances, the Contractor shall include one activity in the

schedule for each allowance that is loaded with the cost of that allowance. The scheduling of the allowance activities shall reflect the Contractor's best estimate of the duration and sequence of the Work.

- F. Upon District approval of a Change Order, the Contractor shall add separate cost-loaded activities to the Contract Schedule for each Change Order individually. If the DISTRICT so determines, the Contractor must further divide each Change Order as necessary to comply with the District's cost coding system.

1.08 REQUIREMENTS FOR UPDATING AND REVIEW

- A. Prepare updated Schedule by one of following methods:
 - 1. When updating current Schedule with actual Work progress only (non logic changes), status current Schedule with actual start and finish dates, remaining durations, and percent completion of cost and resource loaded activities and submit to DISTRICT and ARCHITECT for review..
 - 2. When updating current Schedule with logic changes, Construction Directives, Change Orders, delay / disruption activities, or recovery plans, prepare an explanatory description or computer-generated fragnet for DISTRICT and ARCHITECT review.
 - 3. When Work is associated with a Change Order, the adjustments shall be resource-loaded with material unit quantities, corresponding cost account, resources account codes, activity description, accepted costs and time adjustments. The activity ID number shall identify the number of the Change Order.
- B. CONTRACTOR shall attend weekly and monthly Schedule review meetings in order to accomplish the following:
 - 1. Discuss actual activity start and/or completion dates and any applicable variances, forecast activity start and/or completion dates and any applicable variances, progress of all activities underway at the time of the review, and to plan remedial action to mitigate schedule variances.
 - 2. Identify activities modified by CONTRACTOR since last update.
 - 3. Indicate changes that may be required to maintain the Milestones and Date of Completion.
- C. Submit updated schedules:
 - 1. With each Application for Payment.
 - 2. After Milestones, changes in scope, major delays, or other significant points in the construction process.

1.09 FAILURE TO COMPLY WITH REQUIREMENTS

- A. If CONTRACTOR fails to comply with the specified requirements, DISTRICT reserves the right to engage an independent scheduling consultant and/or provide its own expertise to fulfill these requirements, and shall be entitled to recover by assessment all incurred costs for the services from the CONTRACTOR..
- B. Submittal of any Schedule is subject to review and acceptance by ARCHITECT and/or DISTRICT. DISTRICT retains the right to withhold progress payments in whole or part until CONTRACTOR submits a Schedule acceptable to DISTRICT.

1.10 RECORD DOCUMENTS

- A. Prior to Final Completion of the Work, CONTRACTOR shall submit as-built report and time-scaled network diagram reflecting as-built Project critical paths.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 35 16

ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Products and installation for patching and extending Work.
- B. Transitions and adjustments.
- C. Repair of damaged surfaces, finishes and cleaning.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in product Sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspection, and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that demolition is complete and areas are ready for installation of new Work.
- B. Beginning of renovation work means acceptance of existing conditions.

3.02 PREPARATION

- A. Move, cut, or remove items as necessary for access to alterations and renovation work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals and deteriorated masonry and concrete. Replace materials as specified for finished work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- E. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.03 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate District occupancy.
- B. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original or specified condition.
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material with a neat transition to adjacent finishes.
- D. Restore existing and remaining plumbing, heating, ventilating and air conditioning, electrical and fire alarm systems to full operating condition and advise ARCHITECT of any deficiencies discovered during the course of the work.
- E. Install products as specified in individual Sections.

3.04 TRANSITIONS

- A. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work shall match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to ARCHITECT for a satisfactory resolution.

3.05 ADJUSTMENTS

- A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls and ceilings to a smooth plane without breaks, steps or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, request instructions from ARCHITECT.
- C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- D. Fit work at penetrations in fire-rated assemblies as specified in "Cutting and Patching" section.

3.06 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored or showing other imperfections.
- B. Repair substrate prior to patching finish.

3.07 FINISHES

- A. Finish surfaces as specified in individual product Sections.

- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.08 CLEANING

- A. Conform to "Contract Closeout" requirements.

END OF SECTION

SECTION 01 35 50
REQUESTS FOR ELECTRONIC FILES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements to receive electronic construction document files from Architect.
- B. Hold Harmless Agreement form.

1.02 RELATED SECTIONS

- A. Section 01 33 23 - Shop Drawings, Product Data and Samples.
- B. Section 01 77 00 - Contract Closeout.
- C. Divisions 31 through 33 - Sitework.

1.03 REQUIREMENTS

- A. Electronic files have legal ramifications as information therein can be modified.
- B. In order to receive this electronic information, the following Hold Harmless Agreement form must be executed in its entirety, including signature by a company officer.
- C. Costs for processing and handling electronic files, however limited, will be \$250.00

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.01 ELECTRONIC FILE TRANSFER PROCEDURE

- A. Submit a check in the amount of \$250.00 along with a list of the requested sheet numbers and an acknowledged copy of this waiver to the office of the Architect, Ruhnau . Ruhnau . Clarke Associates, 3775 Tenth Street, Riverside, CA 92501.
- B. In order to expedite the transfer, upon receipt of a fax copy of this acknowledgement, the requested CAD files will be sent in the form of a compact disc to the recipient, as requested, by UPS or similar delivery service.
- C. It is expressly understood that any transfer is done as a courtesy and can be revoked at any time by the Architect.

HOLD HARMLESS AGREEMENT

We, _____, understand that we may be receiving electronic media containing design information, not necessarily intended for construction. We agree to hold Ruhnau . Ruhnau . Clarke Associates harmless for any defects in this data. We agree that it shall be our responsibility to reconcile this electronic data with the paper plans, and that only the paper plans shall be regarded as legal documents for the referenced project.

Further, the Contractor acknowledges that the Architect's reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by the Design Professionals, the Parties listed above covenant and agree that all such drawings and data are instruments of service of the Design Professionals, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.

The Parties agree that in accepting and utilizing any drawings and other data, that the Design Professionals waive all responsibility for any subsequent use of these data, the accuracy of dimensions, and the interpretation of information contained herein.

The Parties further agree not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Parties further agree to waive all claims against the Design Professionals resulting in any way from any unauthorized changes of the drawings and data or any other use other than for the project which is the subject of this Agreement.

The Contractor shall indemnify, defend and hold harmless the Design Professionals and its subconsultants and their officers, agents, employees from any claims, damages, losses, liabilities or expenses (including attorneys' fees) arising out of use of such documents without Consultant's prior written authorization.

Under no circumstances shall transfer of the drawings and other data be deemed a sale by the Design Professionals, and the Design Professionals make no warranties, either express or implied of the merchantability and fitness of the data for any particular purpose.

Acknowledged by:

Signature of Company Officer / Date

Print or Type Name / Company Name

Street Address

City, State, Zip Code

E-mail Address

END OF SECTION

SECTION 01 35 53

SECURITY PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security measures including formal security program, entry control, personnel identification, guard service, and miscellaneous restrictions.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: use of premises and occupancy.
- B. Section 01 50 00 - Temporary Facilities and Controls: Temporary lighting.

1.03 SECURITY PROGRAM

- A. Protect Work, existing premises and District's operations from theft, vandalism, and unauthorized entry.
- B. Initiate program in coordination with District's existing security system at project mobilization.
- C. Maintain program throughout construction period until District acceptance precludes the need for Contractor security.

1.04 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workers and visitors, make available to District on request.
- D. Contractor shall control entrance of persons and vehicles related to District's operations.

1.05 PERSONNEL IDENTIFICATION

- A. Shall be worn by Contractor's superintendent and all sub contractors
- B. Provide identification badge to each person authorized to enter premises.
- C. Badge To Include: Personal photograph, name, assigned number, expiration date and employer.
- D. Maintain a list of accredited persons, submit copy to District on request.
- E. Special badges shall be issued to construction personnel when term of construction exceeds six months.
- F. Require return of badges at expiration of their employment on the Work.

1.06 GUARD SERVICE

- A. Employ uniformed guard service to provide watch persons at site during all non-working hours.
- B. The phone number for security is _____.
- C. All personnel must obey and act immediately upon any request by security.

D. In an emergency, from inside the facility, dial _____. Outside the facility, dial 911.

1.07 RESTRICTIONS

A. Do not allow cameras on site or photographs taken except by written approval of District.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 40 00 QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Regulatory requirements for testing and inspection.
- B. Contractor Quality assurance submittals.
- C. Mock-ups.
- D. Control of installation.
- E. Tolerances.
- F. Testing and inspection services.
- G. Mock-ups.
- H. Manufacturers' field services.

1.02 RELATED REQUIREMENTS

- A. Document 00 31 00 - Available Project Information: Soil investigation data.
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- C. Section 01 41 00 - Regulatory Requirements: Compliance with applicable codes, ordinances and standards.
- D. Section 01 42 19 - Reference Standards.
- E. Section 01 45 33 - Code Testing, Special Inspection and Procedures: Testing laboratory services and inspections required by Div of the State Architect (DSA), during the course of construction.
- F. Section 01 60 00 - Product Requirements: Requirements for material and product quality.
 - 1. Product options, substitutions, transportation and handling requirements, storage and protection requirements, and system completeness requirements.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.
- D. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.
- E. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- F. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2010.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Quality Control Submittals Schedule

1. Schedule Format: Include quality control submittals on Submittals Schedule specified in accordance with General Conditions
2. Schedule Content: List all tests, inspections and reports specified to be submitted, indicating submittal number, submittal type (field test, field inspection, fabrication inspection, etcetera), scheduled date of quality control activity and date report should be made.

C. Testing Agency Qualifications:

1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
3. Qualification Statement: Provide documentation showing testing laboratory is approved by Div of the State Architect.
4. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.

1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for District's information.

E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.

1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the District's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for District.
 - 1. Submit report in duplicate within 5 days of observation to Architect for information.
 - 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- H. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for District.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
 - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or District.

1.05 REFERENCES AND STANDARDS - SEE SECTION 01 42 19

1.06 REGULATORY REQUIREMENTS FOR TESTING AND INSPECTION

- A. Inspections, testing and approvals as required by authorities having jurisdiction. Refer to Section 01 41 00 - Regulatory Requirements and Section 01 45 33 - Code Required Special Inspections and Procedures.
- B. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting and finishing Work.
- C. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.

1.07 TESTING AND INSPECTION AGENCIES

- A. District will employ and pay for services of an independent testing agency to perform other specified testing.
- B. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Contractor Employed Agency:

1. Testing agency: Comply with requirements of ASTM E 329, ASTM E 543, ASTM C 1021, ASTM C 1077, and ASTM C 1093.
2. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
3. Laboratory: Authorized to operate in California.
4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
5. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTRACTOR'S QUALITY ASSURANCE

- A. Quality Requirements: Work shall be accomplished in accordance with quality requirements of the Drawings and Specifications, including, by reference, all Codes, laws, rules, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best accepted practices of the construction industry for the locale of the Project, for projects of this type.
- B. Quality Control Personnel: Contractor shall employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

3.02 CONTROL OF INSTALLATION

- A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.
- B. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- C. Comply with manufacturers' instructions, including each step in sequence.
- D. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- E. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- F. Have Work performed by persons qualified to produce required and specified quality.
- G. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- H. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.
- I. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements.

- J. Protection of Existing and Completed Work: Take all measures necessary to preserve and protect existing and completed Work free from damage, deterioration, soiling and staining, until Acceptance by the District.
- K. Verification of Quality: Work shall be subject to verification of quality by District, or Architect in accordance with provisions of the General Conditions of the Contract.
 - 1. Contractor shall cooperate by making Work available for inspection by District, Architect or their designated representatives.
 - 2. Such verification may include mill, plant, shop, or field inspection as required.
 - 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
 - 4. Provide all information and assistance as required, including that by and from subcontractors, installers, fabricators, materials suppliers and manufacturers, for verification of quality by District, or Architect.
 - 5. Contract modifications, if any, resulting from such verification activities shall be governed by applicable provisions in the General Conditions.

3.03 MOCK-UPS

- A. Before installing portions of the Work where mockups are required, construct mockups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Integrated Exterior Mockups: construct integrated exterior mockup as indicated on Drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mockup materials as necessary.
- D. Room Mockups: Construct room mockups as indicated on Drawings. Coordinate installation of materials, products, and assemblies as required in Specification Sections; finish according to requirements. Provide required lighting and any supplemental lighting where required to enable Architect to evaluate quality of the mock-up.
- E. Notify Architect and Project Manager fifteen (15) working days in advance of dates and times when mockups will be constructed.
- F. Provide supervisory personnel who will oversee mockup construction. Provide workers that will be employed during the construction at Project.
- G. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- H. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- I. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - 1. Architect will issue written comments within seven (7) working days of initial review and each subsequent follow up review of each mockup.
 - 2. Make corrections as necessary until Architect's approval is issued.

- J. Accepted mock-ups shall be a comparison standard for the remaining Work.
- K. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.
- L. Where possible salvage and recycle the demolished mock-up materials.

3.04 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.05 TESTING AND INSPECTION

- A. See individual specification sections for testing required.
- B. Testing Agency Duties:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.

- b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
- 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Arrange with District's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 7. Inspections and Tests by Authorities Having Jurisdiction:
 - a. Contractor shall cause all tests and inspections to be made for Work under this Contract, as required by Building Departments, Department of Public Works, Fire Department, Health Department and similar agencies having jurisdiction.
 - b. Excepted as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.
- 8. Inspections and Tests by Serving Utilities:
 - a. Contractor shall cause all tests and inspections required by serving utilities to be made for Work under this Contract.
 - b. Scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.06 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
 - 1. Observer subject to approval of Architect.
 - 2. Observer subject to approval of District.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.07 FIELD QUALITY CONTROL SUBMITTALS

- A. Administration: Make all submittals to the Architect, unless otherwise directed.
- B. Submittal Identification: Identify each submittal by Specification Section number followed by a number indicating sequential submittal for that Section. Coordinate submittal numbers with submittals specified in Section 01 30 00 - Administrative Requirements.

1. Resubmittals shall use same number as original submittal, followed by a letter indicating sequential resubmittal.

03 30 00 - 1	First submittal for Section 03 30 00 - Cast in Place Concrete.
03 30 00 - 2	Second submittal for Section 03 30 00 - Cast in Place Concrete.
03 30 00 - 2A	Resubmittal of second submittal for Section 03 30 00 - Cast in Place Concrete.
03 30 00 - 2B	Second resubmittal of second submittal for Section 03 30 00 - Cast in Place Concrete.

- C. Project Identification: Title each submittal with Project name, submittal date and Architect's Project number.
- D. Copies: Submit 6 copies, minimum, of reports of quality control reports on dry-process xerographic copies only.
- E. Contractor's Review:
 1. Submittals shall be made in accordance with requirements specified herein and in individual Sections.
 2. Indicate clearly on each submittal the specified or referenced values for each quality control activity and the values obtained.
 3. Note clearly and sign each submittal certifying that reported quality control activity "Conforms" or "Does Not Conform".
- F. Changes and Deviations:
 1. Identify all deviations from requirements of Drawings and Specifications.
 2. Changes in the Work shall not be authorized by submittals review actions.
 3. No review action, implicit or explicit, shall be interpreted to authorized changes in the Work.
 4. Changes shall only be authorized by separate written Change Order or Construction Change Directive, in accordance with the General Conditions and 01 20 00 - Price and Payment Procedures.
- G. Record Submittals: When record submittals are specified, submit three copies or sets only. Record submittals will not be reviewed but will be retained for historical and maintenance purposes.
- H. Unsolicited Submittals: Unsolicited submittals will be returned unreviewed.

3.08 ARCHITECT'S REVIEW

- A. General:
 1. Submitted Report review by Architect and Architect's consultants shall be only for general conformance with the design concept and requirements based on the information presented.
 2. Neither Architect nor Architect's consultants shall verify submitted quality control data.
- B. Contract Requirements:

1. Review by Architect and Architect's consultants shall not relieve the Contractor from compliance with requirements of the Drawings and Specifications.
 2. Changes shall only be authorized by separate written Change Order or Construction Change Directive, in accordance with the General Conditions and 01 20 00 - Price and Payment Procedures.
- C. Observations by Architect and Architect's Consultants: Periodic and occasional observations of Work in progress will be made by Architect and Architect's consultants as deemed necessary to review progress of Work and general conformance with design intent.

3.09 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements, at no change in Contract Sum or Contract Time..
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.
- C. Architect's Acceptance and Rejection of Work: Architect reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications.
- D. Acceptance of Non-Conforming Work: Acceptance of non-conforming Work, without specific written acknowledgement and approval of the District, shall not relieve the Contractor of the obligation to correct such Work.
1. Acceptance of structurally related non-conforming work shall be submitted to DSA for review and approval.
- E. Contract Adjustment for Non-conforming Work:
1. Should Architect or District determine that it is not feasible or in District's interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between District and Contractor.
 2. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of the General Conditions.
- F. Non-Responsibility for Non-Conforming Work: Architect and Architect's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.

END OF SECTION

SECTION 01 42 19

REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements relating to referenced standards.
- B. Reference standards full title and edition date.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue specified in the individual specification sections, except where a specific date is established by applicable code.
- C. Obtain copies of standards when required by the Contract Documents.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Date of Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

UNITED STATES GOVERNMENT AND RELATED AGENCIES DOCUMENTS

2.01 CFR -- CODE OF FEDERAL REGULATIONS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; current edition.
- C. 24 CFR 51 - Department of Housing and Urban Development Environmental Criteria and Standards; current edition.
- D. 28 CFR 35 - Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule; Department of Justice; current edition.
- E. 28 CFR 36 - Nondiscrimination by Public Accommodations and in Commercial Facilities; Final Rule; Department of Justice; current edition.
- F. 29 CFR 1910 - Occupational Safety and Health Standards; current edition.
- G. 29 CFR 1910.23 - Fall Protection in General Industry; current edition
- H. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.

- I. 36 CFR 1192 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Transportation Vehicles; current edition.
- J. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

2.02 ATBCB -- US ARCHITECTURAL AND TRANSPORTATION BARRIERS COMPLIANCE BOARD (THE ACCESS BOARD)

- A. ATBCB ADAAG - Americans with Disabilities Act Accessibility Guidelines; 2002.
- B. ATBCB PROWAG - Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way; 2011.

2.03 EPA -- ENVIRONMENTAL PROTECTION AGENCY

- A. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; Current Edition.
- B. EPA 600/4-90/010 - Compendium of Methods for the Determination of Air Pollutants in Indoor Air; April 1990.

2.04 FDA -- FOOD AND DRUG ADMINISTRATION

- A. FDA Food Code - Chapter 6 - Physical Facilities; current edition with Supplements, if any.

2.05 FEMA -- U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY

- A. FEMA 412 - Installing Seismic Restraints for Mechanical Equipment; 2002.
- B. FEMA 413 - Installing Seismic Restraints for Electrical Equipment; 2004.
- C. FEMA 414 - Installing Seismic Restraints for Duct and Pipe; 2004.
- D. FEMA E-74 - Reducing the Risks of Nonstructural Earthquake Damage; 2011.

2.06 FS -- FEDERAL SPECIFICATIONS AND STANDARDS (GENERAL SERVICES ADMINISTRATION)

- A. FED-STD-595C - Colors Used in Government Procurement (Fan Deck); 2008 (Chg Notice 1).
- B. FS WW-P-541E/GEN - Plumbing Fixtures (General Specification); 1980 (Reapproved 2001).

2.07 PS -- PRODUCT STANDARDS

- A. PS 1 - Structural Plywood; 2009 is current ; use 2007 as indicated in 2013 CBC Referenced Standards.

END OF SECTION

SECTION 01 45 33
CODE-REQUIRED SPECIAL INSPECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Div of the State Architect (DSA) Procedures for construction oversight and inspections required during the course of construction.
- B. Code-required special inspections.
 - 1. Div of the State Architect (DSA) approved testing laboratory services and inspections required during the course of construction.
- C. Testing services incidental to special inspections.
- D. Submittals.
- E. Manufacturers' field services.
- F. Fabricators' field services.

1.02 RELATED REQUIREMENTS

- A. Document 00 31 00 - Available Project Information: Soil investigation data.
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- C. Section 01 40 00 - Quality Requirements.
- D. Section 01 42 19 - Reference Standards.
- E. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 DEFINITIONS

- A. Code or Building Code: California Building Code and, more specifically, Chapter 17A - Structural Tests and Special Inspections, of same.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located. AHJ for this Project is Div of the State Architect.
- C. Special Inspection:
 - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the CBC that also require special expertise to ensure compliance with the approved contract documents and the referenced standards.
 - 2. Special inspections are separate from and independent of tests and inspections conducted by District or Contractor for the purposes of quality assurance and contract administration.

1.04 REFERENCE STANDARDS

- A. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2011 as indicated in 2013 CBC Referenced Standards.

- B. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; 2011 as indicated in 2013 CBC Referenced Standards.
- C. AISC 341 - Seismic Provisions for Structural Steel Buildings; 2010 as indicated in 2013 CBC Referenced Standards.
- D. AISC 360 - Specification for Structural Steel Buildings; 2010 as indicated in 2013 CBC Referenced Standards.
- E. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field; 2012 is current; use 2006 as indicated in 2013 CBC Referenced Standards.
- F. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2012.
- G. ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete; 2010 is current; use 2004 as indicated in 2013 CBC Referenced Standards.
- H. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- I. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.
- J. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- K. ASTM E2174 - Standard Practice for On-Site Inspection of Installed Firestops; 2014.
- L. ASTM E2393 - Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers; 2010a.
- M. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.
 - 1. Use 2010 w/Errata as indicated in 2013 CBC Referenced Standards
- N. AWS D1.4/D1.4M - Structural Welding Code - Reinforcing Steel; 2011 as indicated in 2013 CBC Referenced Standards.
- O. AWS D1.8/D1.8M - Structural Welding Code - Seismic Supplement; 2009; as indicated in 2013 CBC Referenced Standards.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency shall:
 - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- C. Testing Agency Qualifications: Prior to the start of work, the Testing Agency shall:
 - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
3. Submit certification that Testing Agency is acceptable to AHJ.
4. Testing and inspections will be performed by an independent testing laboratory selected and employed by the District and approved by the Div of the State Architect (DSA).
 - a. Qualification of a testing agency or laboratory will be under the jurisdiction of the DSA Structural Safety Section (SSS). Procedural and acceptance criteria are set forth in the California Administrative Code (CBC) Sec. 4-335.
- D. Manufacturer's Qualification Statement: Manufacturer shall submit documentation of manufacturing capability and quality control procedures. Include documentation of AHJ approval.
- E. Fabricator's Qualification Statement: Fabricator shall submit documentation of fabrication facilities and methods as well as quality control procedures. Include documentation of AHJ approval.
- F. Distribution List: The Testing Laboratory will make the following distribution of test and inspection reports:

1. District	1
2. Architect	2
3. Structural Engineer	1
4. Contractor	1
5. District's Inspector	1
6. Div of the State Architect	1
7. Construction Manager	1
- G. Each and every test or inspection report shall bear the File Number and Application Number assigned to this project by the DSA.
- H. DSA Form 291 shall be from the engineering manager of the laboratory of record.
- I. Special Inspection Reports: After each special inspection, Special Inspector shall promptly submit two copies of report; one to Architect and one each to the distribution list.
 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of special inspection.
 - h. Date of special inspection.
 - i. Results of special inspection.
 - j. Conformance with Contract Documents.

2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.
- J. Fabricator Special Inspection Reports: After each special inspection of fabricated items at the Fabricator's facility, Special Inspector shall promptly submit two copies of report; one to Architect and one each to the distribution list.
1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection.
 - e. Identification of fabricated item and specification section.
 - f. Location in the Project.
 - g. Results of special inspection.
 - h. Verification of fabrication and quality control procedures.
 - i. Conformance with Contract Documents.
 - j. Conformance to referenced standard(s).
- K. Test Reports: After each test or inspection, promptly submit two copies of report; one to Architect and one each to the distribution list.
1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test or inspection.
 - h. Date of test or inspection.
 - i. Results of test or inspection.
 - j. Conformance with Contract Documents.
 - k. Test reports shall be signed by a Civil Engineer licensed in the State of California.
 2. Test reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory.
 - a. Samples taken but not tested shall also be reported.
 - b. Records of special sampling operations as required shall also be reported.
 - c. Reports shall show that the material or materials were sampled and tested in accordance with the requirements of the CBC, and with the approved specifications.
 - d. They shall also state definitely whether or not the material or materials tested comply with requirements.
 - e. Test reports shall be issued within 14 days of finding being known, to all parties listed above.

3. At the completion of the project, Testing Laboratory shall certify in writing and on all required DSA forms, that all work specified or required to be tested and inspected conforms to drawings, specifications and applicable building codes.
4. Verification of Test Reports:
 - a. The Testing Laboratory of record shall submit to the Div of the State Architect (DSA) a verified report covering all tests which are required to be made by that agency during the progress of the project.
 - 1) Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time, and at the completion of the project.
 - b. DSA Form 292 - Special Inspection Verified Report shall be from all special inspectors contracting directly and individually with the school board.
- L. Certificates: When specified in individual special inspection requirements, Special Inspector shall submit certification by the manufacturer, fabricator, and installation subcontractor to Architect and AHJ, in quantities specified for Product Data.
 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect and AHJ.
- M. Manufacturer's Field Reports: Submit reports to Architect and AHJ.
 1. Submit report in duplicate within 7 days of observation to Architect for information.
 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- N. Fabricator's Field Reports: Submit reports to Architect and AHJ.
 1. Submit report in duplicate within 30 days of observation to Architect for information.
 2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.06 SPECIAL INSPECTION AGENCY

- A. District will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.
- C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.07 TESTING AND INSPECTION AGENCIES

- A. District or Architect may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.

- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.08 QUALITY ASSURANCE

- A. Special Inspection Agency Qualifications:
 - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
- B. Testing Agency Qualifications:
 - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
- C. Testing and inspection services which are performed shall be in accordance with requirements of the CBC, and as specified herein. Testing and inspection services shall verify that work meets the requirements of the Construction Documents.
- D. In general, tests and inspections for structural materials shall include all items enumerated on the Structural Tests and Inspections list for this project as prepared and distributed by the Architect.
- E. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document.

1.09 INSPECTION BY THE DISTRICT

- A. The District shall have the right to reject materials and workmanship which are defective, or to require their correction.
 - 1. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the District.
 - 2. If the Contractor does not correct such rejected work within a reasonable time, the District may correct such rejected work and charge the expense to the Contractor.
- B. Should it be considered necessary or advisable by the District at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the completed work; the Contractor shall on request promptly furnish necessary facilities, labor and materials.
 - 1. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. .
 - 2. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

1.10 DISTRICT'S INSPECTOR

- A. An Inspector employed by the District and approved by Architect, Structural Engineer and DSA in accordance with the requirements of the California Building Code will be assigned to the work.
 - 1. IOR duties are specifically defined in CCR Title 24 Part 1, Sec. 4-342.

- B. The District's Inspector shall at all times have access for the purpose of inspection to all parts of the work and to the shops where the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.
- C. The work of construction in all stages of progress shall be subject to the personal continuous observation of the District's Inspector.
 - 1. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials.
 - 2. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this Contract.
 - 3. Inspector of Record is required to work a normal 40 hour week on this project only. Any overtime required will be at the expense of the Contractor and sub-contractor requiring the inspection.

1.11 PAYMENTS

- A. Costs of initial testing and inspection, except as specifically modified herein, or specified otherwise in technical sections, will be paid for by the District, providing such testing and inspection indicates compliance with Contract Documents. Initial tests and inspections are defined as the first tests and inspections as herein specified.
- B. In the event a test or inspection indicates failure of a material or procedure to meet requirements of Contract Documents, costs for retesting and reinspection will be paid by the District and backcharged to the Contractor.
- C. Additional tests and inspections not herein specified but requested by District or Architect, will be paid for by District, unless results of such tests and inspections are found to be not in compliance with Contract Documents, in which case the District will pay all costs for initial testing as well as retesting and reinspection and backcharge the Contractor.
- D. Costs for additional tests or inspections required because of change in materials being provided or change of source or supply will be paid by District and backcharged to the Contractor.
- E. Costs for tests or inspections which are required to correct deficiencies will be paid by the District and backcharged to the Contractor.
- F. Cost of testing which is required solely for the convenience of Contractor in his scheduling and performance of work will be paid by the District and backcharged to the Contractor.
- G. Overtime costs for testing and inspections performed outside the regular work day hours, including weekends and holidays, will be paid for by the District and backcharged to the Contractor. Such costs include overtime costs for the District's Inspector.
- H. Testing Laboratory shall separate and identify on the invoices, the costs covering all testing and inspections which are to be backcharged to the Contractor as specified above.
- I. Testing Laboratory shall furnish to District a cost estimate breakdown covering initial tests and inspections required by Contract Documents. Estimate shall include number of tests, man-hours required for tests, field and plant inspections, travel time, and costs.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
 - 1. Continuous Special Inspection: Special Inspection Agency shall be present in the area where the work is being performed and observe the work at all times the work is in progress.
 - 2. Periodic Special Inspection: Special Inspection Agency shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.
- B. Tests and inspections for the following will be required in accordance with DSA IR 17-4, 17-6, 17-7, and the current CBC, unless otherwise specified:

3.02 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION (CHAPTER 22A)

- A. Erection Inspection: Testing Laboratory will visually inspect bolted and field welded connections, perform such additional tests and inspections of field work as are required by the Architect and prepare test reports for the Architect's review.
- B. High-Strength Bolt, Nut and Washer Material:
 - 1. Verify identification markings conform to ASTM standards specified in the approved contract and to AISC 360, Section A3.3; periodic.
 - 2. Submit manufacturer's certificates of compliance; periodic.
 - 3. Test of High-Strength Bolts, Nuts, Washers per CBC 2213A.1.
- C. High-Strength Bolting Installation: Verify items listed below comply with AISC 360, Section M2.5.
 - 1. Inspect High Strength Bolt Installation per CBC 1705A.2.1.
 - a. Special inspection for high tension bolting will be provided by the Testing Laboratory. Inspection shall be in accordance with AISC Specification for Structural Joints Using High Strength Bolts, 2009.
 - 2. Snug tight joints; periodic.
 - 3. Pretensioned and slip-critical joints with matchmarking, twist-off bolt or direct tension indicator method of installation; periodic.
 - 4. Pretensioned and slip-critical joints without matchmarking or calibrated wrench method of installation; continuous.
- D. Structural Steel and Cold Formed Steel Deck Material:
 - 1. Structural Steel: Verify identification markings conform to AISC 360, Section N2; periodic.
 - a. Provide material identification markings per CBC 2203A.

- b. Tests of Steel Materials: If structural steel cannot be identified by heat or melt numbers, or if its source is questionable, not less than one tension test and one bend test will be made for each 5 tons or fractional part thereof. Comply with CBC 2203A.1. Such testing shall be paid for by the District and backcharged to the Contractor.
- 2. Other Steel: Verify identification markings conform to ASTM standards specified in the approved contract documents; periodic.
- 3. Submit manufacturer's certificates of compliance and test reports; periodic.
 - a. Mill certificates or affidavits and manufacturers' certification shall be supplied to the Testing Laboratory and Inspector for verification of steel materials. Testing Laboratory shall be notified at least 2 working days in advance of fabrication and supplied with the reports so that it can make a shop inspection of the steel.
 - b. Testing Laboratory will visit the fabricator's plant to verify that materials used check with the mill tests, affidavits of test reports, and that fabrication and welding procedures meet specifications.
 - c. Testing Laboratory will visually check fabricated steel against the contract drawings and reviewed shop drawings for compliance, and will make physical tests and measurements as required to meet the specifications. Single pass fillet welds may be visually checked.
- 4. Inspect Shop Fabrication per CBC 1705A.2.1.
 - a. Inspection of shop fabrication is required. This inspection shall be made by a qualified inspector approved by the DSA. He shall furnish the Architect and the DSA a report duly verified by him that the materials and workmanship conform to the approved plans and specifications.
 - b. Shop Fabrication Inspection Outside of Area: The added cost of shop fabrication inspection, and material testing outside the State of California or 150 mile radius of the Project site will be paid by the District and backcharged to the Contractor.
- E. Weld Filler Material:
 - 1. Verify identification markings conform to AWS standards specified in the approved contract documents and to AISC 360, Section A3.5; periodic.
 - 2. Submit manufacturer's certificates of compliance; periodic.
- F. Welding:
 - 1. Testing Laboratory will review welding procedure specifications as prepared by the fabricator.
 - 2. Structural steel and cold formed steel deck:
 - a. Inspect welding per CBC 1705A.2.1.
 - b. Complete and partial joint penetration groove welds: Verify compliance with AWS D1.1/D1.1M and D1.8; continuous.
 - c. Multipass fillet welds: Verify compliance with AWS D1.1/D1.1M and D1.8; continuous.
 - d. Single pass fillet welds less than 5/16 inch wide: Verify compliance with AWS D1.1 and D1.8; periodic.
 - e. Plug and slot welds: Verify compliance with AWS D1.1/D1.1M and D1.8; continuous.

- f. Single pass fillet welds 5/16 inch or greater: Verify compliance with AWS D1.1/D1.1M and D1.8; continuous.
 - g. Floor and Roof deck welds: Verify compliance with AWS D1.3/D1.3M; continuous.
- 3. Reinforcing Steel: Verify items listed below comply with AWS D1.4 and ACI 318, Section 3.5.2.
 - a. Provide continuous inspection of welding of reinforcing steel per CBC Sections 1705A.2.2.1.2, 1705A.2.2.5, and Table 1705A.2.1 item 5b.
- 4. Ultrasonic Testing: All full penetration multi-pass groove welds shall be subject to ultrasonic testing.
 - a. Defective welds shall be repaired and retested with ultrasonic equipment.
 - b. Initially, all multi-pass groove field welds shall be tested at the rate of 100 percent of each individual welder.
 - 1) If rejectable defects occur in less than 5 percent of the welds tested, the frequency of testing may be reduced to 25 percent.
 - 2) If the rate of rejectable defects increases to 5 percent or more, 100 percent testing shall be reestablished until the rate is reduced to less than 5 percent.
 - 3) The percentage of rejects shall be calculated for each welder independently.
 - c. When ultrasonic indications arising from the weld root can be interpreted as either a weld defect or the backing strip itself, the backing strip shall be removed at the expense of the Contractor, and if no root defect is visible, the weld shall be retested.
 - 1) If no defect is indicated on this retest, and no significant amount of the base and weld metal have been removed, no further repair or welding is necessary.
 - 2) If a defect is indicated, it shall be repaired at the Contractor's expense.
- 5. The ultrasonic instrumentation shall be calibrated by the technician to evaluate the quality of the welds in accordance with AWS D1.1 latest Edition.
- 6. Should defects appear in welds tested, repairs shall be similarly inspected at the Contractor's expense and at the direction of the Architect until satisfactory performance is assured.
- 7. Other methods of inspection, for example, X-ray, gamma ray, magnetic particle, or dye penetrant, may be used on welds if felt necessary by the Architect.
- 8. All additional testing in AISC 341 Chapter J6.2 shall be performed.
- G. Corrections:
 - 1. Correct deficiencies in structural steel work which inspections and test reports indicate to be not in compliance with the specified requirements.
 - 2. Perform additional tests required to reconfirm noncompliance of the original work and to show compliance of corrected work. Costs for all additional tests will be paid for by the District and backcharged to the Contractor.

3.03 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION (CHAPTER 17A AND 19A)

- A. Inspection:
 - 1. Job Site Inspection: CBC 1705A.3.5 (Conc. Preplacement) and 1705A.3.6 (Placing Record).

2. Batch Plant or Weighmaster Inspection: CBC 1705A.3.2.
 - a. Waiver of Batch Plant Inspection:
 - 1) Batch plant inspection may be waived if the concrete plant complies fully with the requirements of CBC 1705A.3.3 and has been certified to comply with the requirements of the National Ready Mixed Concrete Association.
 - 2) The plant must be equipped with an automatic batcher in which the total batching cycle, except for the measuring and introduction of an admixture, is completed by activating a single starter device.
 - b. Prior to waiving of batch plant inspection, the testing lab must certify and submit evidence of compliance to DSA and obtain agency approval prior to mixing concrete.
 - 1) Approved inspector of the testing laboratory shall check the first batching at the start of work each day and furnish mix proportions to the licensed weigh-master.
 - 2) Licensed weigh-master shall positively identify materials as to quantity and certify each load by a ticket.
 - 3) Tickets shall be transmitted to the Inspector of Record by a truck driver with load identified thereon.
 - (a) The inspector shall not accept the load without a load ticket identifying the mix and will keep a daily record of placements, identifying each truck, its load and time of receipt and approximate location of deposit in the structure and will transmit a copy of the daily record to the enforcement agency.
 - 4) At the end of the project, the weigh-master shall furnish an affidavit to the enforcement agency certifying that all the concrete furnished conforms in every particular to proportions established by mix designs.
- B. Reinforcing Steel, Including Placement: Verify compliance with approved contract documents and ACI 318, 3.5 and 7.1 through 7.7; periodic.
 1. Reinforcing Bars: CBC 1901A.4; 1913A.2.
 2. Tests:
 - a. Tests shall be performed before the delivery of steel to Project site. Steel not meeting specifications shall not be shipped to the Project.
 - b. Testing procedure shall conform to ASTM A615 or ASTM A706.
 - c. Sample at the place of distribution, before shipment:
 - 1) Make one tensile test and one bending test from samples out of 10 tons, or fraction thereof, of each size and kind of reinforcing steel, where taken from bundles as delivered from the mill and properly identified as to heat number.
 - 2) Mill analysis shall accompany report.
 - 3) Where identification number cannot be ascertained, or where random samples are taken, make one series of tests from each 2-1/2 tons, or fraction thereof, of each size and kind of reinforcing steel.
 - 4) Tests on unidentified reinforcing steel will be paid by the District and backcharged to the Contractor.
 - 5) Samples shall include not fewer than 2 pieces, each 18 inches long, of each size and kind of reinforcing steel.

- d. District's Inspector will inspect all reinforcement for concrete work for size, dimensions, locations and proper placement.
- C. Bolts Installed in Concrete: Where allowable loads have been increased or where strength design is used, verify compliance with approved contract documents and ACI 318, 8.1.3 and 21.1.8 prior to and during placement of concrete; continuous.
- D. Anchors Installed in Hardened Concrete: Verify compliance with ACI 318, 3.8.6, 8.1.3 and 21.1.8; periodic.
 - 1. Comply with CBC Sections 1615A, 1911A, and 1916A.
- E. Design Mix: Verify plastic concrete complies with the design mix in approved contract documents and with ACI 318, Chapter 4 and 5.2; periodic.
 - 1. Portland Cement Tests: CBC 1705A.3.1, 1903A, 1913A.1.
 - 2. Concrete Aggregates: CBC 1705A.3.1, 1903A.6.
 - 3. Batch Plant Inspection: CBC 1704A.3.2.
 - 4. Waiver of Batch Plant Inspection and Tests: CBC 1705A.3.3.
 - 5. Admixtures: CBC 1903A, 1903A.5.
 - 6. Proportions of Concrete: CBC 1904A (Durability) and 1905A (Modifications to ACI 318).
- F. Concrete Sampling Concurrent with Strength Test Sampling: Each time fresh concrete is sampled for strength tests, verify compliance with ASTM C172, ASTM C31 and ACI 318, 5.6 and 5.8 and record the following, continuous:
 - 1. Slump.
 - 2. Air content.
 - 3. Temperature of concrete.
 - 4. Strength Tests of Concrete: CBC 1905A.1.2.
- G. Concrete Placement: Verify application techniques comply with approved contract documents and ACI 318, 5.9 and 5.10; continuous.
- H. Specified Curing Temperature and Techniques: Verify compliance with approved contract documents and ACI 318, 5.11 through 5.13; periodic.
- I. Concrete Strength in Situ: Verify concrete strength complies with approved contract documents, CBC Table 1705A.3 and ACI 318, 6.2, for the following.
- J. Formwork Shape, Location and Dimensions: Verify compliance with approved contract documents and ACI 318, 6.1.1; periodic.
- K. Materials: If the Contractor cannot provide sufficient data or documentary evidence that concrete materials conform to the quality standards of ACI 318, the AHJ will require that the Special Inspector verify compliance with the appropriate standards and criteria in ACI 318, Chapter 3.
- L. District Inspector (IOR) will do the following:
 - 1. Inspect placing of reinforcing steel and concrete at Project.
 - 2. Obtain weighmaster's certificate and identify mix before accepting each load.
 - 3. Keep daily record of concrete placement, identifying each truck load, time of receipt, and location of concrete in structure.

4. Keep record until completion of Project and make available for inspection by DSA Field Engineer or representative.
5. See also subparagraph on Waiver of Batch Plant Inspection above.
6. During progress of work, take reasonable number of test cylinders as directed by Architect. Conform to CBC 1905A.1.2 (ACI 318). Test cylinders need not be made for concrete used in exterior flatwork.
 - a. ACI 318 Section 5.6.2.1 shall be replaced and the Contractor shall comply with the following:
 - 1) Samples for strength test of each class of concrete placed each day shall not be taken less than once for each 50 cubic yards (38.3m³) of concrete, or not less than once for each 2,000 square feet (186 m²) of surface area of for slabs or walls.
 - 2) Additional samples for seven -day compressive strength tests shall be taken for each class of concrete at the beginning of the concrete work or whenever the mix or aggregate is changed.
7. One set of cylinders shall consist of 4 samples all taken from same batch, one to be tested at age of 7 days and two at 28 days.
 - a. The 28-day test may be omitted if the 7-day compressive strength exceeds 85 percent of the specified 28-day strength.
8. Make and store cylinders according to ASTM C31.
9. Deliver cylinders to laboratory or store cylinders in a suitable protected environment for pick up by laboratory personnel.
10. Make slump test of wet concrete according to test for slump of portland cement concrete, ASTM C143, at least at the same frequency that the cylinders are taken.

3.04 SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION (CHAPTER 21A)

- A. Masonry Structures Subject to Special Inspection:
 1. Engineered masonry in structures classified as "low hazard..." and "substantial hazard to human life in the event of failure".
- B. Verify each item below complies with approved contract documents and the applicable articles of ACI 530/530.1/ERTA.
 1. Materials:

a. Masonry Units	CBC 2103A.1
b. Mortar	CBC 2103A.8
c. Grout	CBC 2103A.13
d. Reinforcing Bars	CBC 1913A.2, 2103A.14
 2. Masonry Quality:

a. Portland Cement Tests	CBC 1903A, 1913A.1
b. Mortar and Grout Tests	CBC 2105A.2.2.1.4
c. Masonry Core Tests	CBC 2105A.4
d. Masonry Unit Tests	CBC 2105A.2.2.1
 3. Masonry Inspection:

- a. Reinforced Masonry CBC 1704A.5
- b. Reinforcing Bar Welding Inspection CBC 1705A.2.2.1.2
- 4. Inspections and Approvals:
 - a. Verify compliance with the required inspection provisions of the approved contract documents; periodic.
 - b. Verify approval of submittals required by contract documents; periodic.
- 5. Compressive Strength of Masonry: Verify compressive strength of masonry units prior to start of construction unless specifically exempted by code; periodic.
- 6. Slump Flow and Visual Stability Index (VSI): Verify compliance as self consolidating grout arrives on site; continuous.
- 7. Joints and Accessories: When masonry construction begins, verify:
 - a. Proportions of site prepared mortar; periodic.
 - b. Construction of mortar joints; periodic.
 - c. Location of reinforcement, connectors, prestressing tendons, anchorages, etc.; periodic.
- 8. Structural Elements, Joints, Anchors, Protection: During masonry construction, verify:
 - a. Size and location of structural elements; periodic.
 - b. Type, size and location of anchors, including anchorage of masonry to structural members, frames or other construction; periodic.
 - c. Size, grade and type of reinforcement, anchor bolts and prestressing tendons and anchorages; periodic.
 - d. Welding of reinforcing bars; continuous.
 - e. Preparation, construction and protection of masonry against hot weather above 90 degrees F and cold weather below 40 degrees F; periodic.
- 9. Grouting Preparation: Prior to grouting, verify:
 - a. Grout space is clean; periodic.
 - b. Correct placement of reinforcing, connectors, prestressing tendons and anchorages; periodic.
 - c. Correctly proportioned site prepared grouts and prestressing grout for bonded tendons; periodic.
 - d. Correctly constructed mortar joints; periodic.
- 10. Preparation of Grout Specimens, Mortar Specimens and Prisms: Observe preparation of specimens; periodic.

3.05 SPECIAL INSPECTIONS FOR SOILS

- A. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
 - 1. Design bearing capacity of material below shallow foundations; periodic.
 - 2. Design depth of excavations and suitability of material at bottom of excavations; periodic.
 - 3. Materials, densities, lift thicknesses; placement and compaction of backfill: continuous.

4. Subgrade, prior to placement of compacted fill; periodic.
- B. Testing: Classify and test excavated material; periodic.
- C. Excavations, Foundations and Retaining Walls (Chapters 17A, 18A, and 33):
 1. Earth Compaction: CBC 1705A.6; Table 1705A.6, continuous; 1804A.5.
 2. Verify use of proper materials, densities, and lift thicknesses during placement and compaction of compacted fill: CBC 1705A.6.1; Table 1705A.6, periodic; 1804A.5.
- D. The Geotechnical Engineer of record or a Geotechnical Engineer selected by the District will provide continuous inspection of fill and will field test fill and earth backfill as placed and compacted, and inspect excavations and subgrade before concrete is placed and provide periodic inspection of open excavations, embankments, and other cuts or vertical surfaces of earth.
 1. The Geotechnical Engineer will submit a report indicating that he has observed and tested fills and that in his opinion the fills were placed in accordance with the project specifications.
- E. Contractor shall remove unsatisfactory material, re-roll, adjust moisture, place new material, or in the case of excavations, provide proper protective measures, perform other operations necessary, as directed by the Geotechnical Engineer whose decisions and directions will be considered final.
- F. Soils Test and Inspection Procedure:
 1. Allow sufficient time for testing, and evaluation of results before material is needed. The Geotechnical Engineer shall be sole and final judge of suitability of all materials.
 2. Laboratory compaction tests to be used will be in accordance with ASTM D1557.
 3. Field density tests will be made in accordance with ASTM D1556.
 4. Number of tests will be determined by Geotechnical Engineer. Materials in question may not be used pending test results.
 5. Excavation and embankment inspection procedure. Geotechnical Engineer will visually or otherwise examine such areas for bearing values, cleanliness and suitability.
 6. Earthwork Test Reports: In order to avoid misinterpretations by the reviewing agencies, all retest results shall be reported on the same sheet, immediately following the previous failure test to which it is related. Retests shall be clearly noted as such.

3.06 SPECIAL INSPECTIONS FOR FIRE RESISTANT PENETRATIONS AND JOINTS

- A. Verify penetration firestops in accordance with ASTM E2174.
- B. Verify fire resistant joints in accordance with ASTM E2393.

3.07 SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE

- A. Structural Steel: Comply with the quality assurance plan requirements of AISC 341.
- B. Cold Formed Steel Light Frame Construction:
 1. Field welding; periodic.
 2. Screw attachment, bolting, anchoring and other fastening of components within the main seismic force-resisting system; periodic.

- C. Architectural Components: Erection and fastening of components below; periodic.
 - 1. Exterior cladding.
 - 2. Interior and exterior non-loadbearing walls and partitions.
 - 3. Suspended ceiling systems and their anchorage. CBC Section 1705A.11.5 and 1705A.12.3.
- D. Mechanical and Electrical Components:
 - 1. Anchorage of electric equipment required for emergency or standby power systems; periodic.
 - 2. Installation and anchorage of other electrical equipment; periodic.
 - 3. Vibration isolation systems where the approved contract documents require a nominal clearance of 1/4 inch or less between support frame and seismic restraint; periodic.
- E. Designated Seismic System Verification: Verify label, anchorage or mounting conforms to certificate of compliance provided by manufacturer or fabricator.
- F. Structural Testing for Seismic Resistance:
 - 1. Structural Steel: Comply with the quality assurance requirements of AISC 341.
 - 2. Non-Structural Components:
 - a. General Design Requirements: Obtain manufacturer certification of compliance with requirements of ASCE 7, Section 13.2.1; periodic.
 - b. Designated Seismic Force-Resisting Non-Structural System Components: Obtain manufacturer certification of compliance with ASCE 7, Section 13.2.2; periodic.

3.08 SPECIAL INSPECTIONS FOR WIND RESISTANCE

- A. Cold Formed Steel Light Frame Construction:
 - 1. Field welding; periodic.
 - 2. Screw attachment, bolting, anchoring and other fastening of components within the main wind force-resisting system; periodic
- B. Wind Resisting Components:
 - 1. Roof cladding; periodic.
 - 2. Wall cladding; periodic.
- C. Structural Observations for Wind Resistance: Visually observe structural system for general conformance with the approved contract documents; periodic.

3.09 SPECIAL ARCHITECTURAL INSPECTIONS

- A. Signs and/or identification devices:
 - 1. Enforcing Agency, prior to issuance of a final Certificate of Occupancy, shall verify installation of signs for information content, appearance, location and Braille per CBC 11B-703.1.1.2.
 - a. Inspection shall include, but not limited to:
 - 1) Braille dots and cells are properly spaced and the size proportion and type raised characters are in compliance with these regulations.
 - 2) Tactile exit signage per CBC 1011.4 and 11B-216.4.1 Exit doors.

- 3) Sanitary facilities signage per CBC 11B-216.8 Toilet rooms and bathing rooms; and 11B-703.7.2.6 Toilet and bathing facilities geometric symbols.
- B. Water-resistive barrier coating:
 1. Installation over sheathing substrate per ASTM E2570
- C. Glass and glazing identification:
 1. Verify installation of manufacturer's material mark inspection per CBC 2403.1.
 - a. Safety glazing shall be labeled per CBC 2406.3.
- D. Roofing Verification:
 1. The Testing Laboratory and / or Roofing Manufacturer's Representative will inspect deck surfaces before application of roofing materials and verify that substrate is in satisfactory condition to receive roofing, and furnish continuous inspection during application of roofing.
 - a. The Testing Laboratory will inspect sheet metal flashings, counterflashings and reglets for satisfactory and waterproof installation.

3.10 OTHER SPECIAL INSPECTIONS

- A. Provide for special inspection of work that, in the opinion of the AHJ, is unusual in nature.
- B. For the purposes of this section, work unusual in nature includes, but is not limited to:
 1. Construction materials and systems that are alternatives to materials and systems prescribed by the building code.
 2. Materials and systems required to be installed in accordance with the manufacturer's instructions when said instructions prescribe requirements not included in the building code or in standards referenced by the building code.
- C. Alternative Test Procedures: Where approved rules and standards do not exist, test materials and assemblies as required by AHJ or provide AHJ with documentation of quality and manner in which those materials and assemblies are used.

3.11 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

- A. Special Inspection Agency shall:
 1. Verify samples submitted by Contractor comply with the referenced standards and the approved contract documents.
 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified reference standards.
 4. Ascertain compliance of materials and products with requirements of Contract Documents.
 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of work or products.
 6. Perform additional tests and inspections required by Architect.
 7. Submit reports of all tests or inspections specified.

- B. Limits on Special Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the work.
- C. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- D. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.12 TESTING AGENCY DUTIES AND RESPONSIBILITIES

- A. Testing Agency Duties:
 - 1. Test samples submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of work or products.
 - 6. Perform additional tests and inspections required by Architect.
 - 7. Attend preconstruction meetings and progress meetings.
 - 8. Submit reports of all tests or inspections specified.
- B. Limits on Testing or Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the work.
- C. Immediately upon determination of a test failure, the Laboratory shall telephone the results to the Architect. On the same day, Laboratory shall send test results by facsimile (or email if agreed to in advance) to the Architect, Structural Engineer, and District's Inspector
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.
- F. At the completion of the project, Testing Laboratory shall certify in writing and on all required DSA forms, that all work specified or required to be tested and inspected conforms to drawings, specifications and applicable building codes.

1. See DSA Procedure PR 13-01.
- G. Duties of the Laboratory of Record related to the use of form DSA 152 are as follows:
 1. Meet with the Project Inspector, design professionals, and contractor as needed to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project.
 2. Obtain a copy of the DSA approved construction documents from the design professional in general responsible charge prior to the commencement of construction
 3. Obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103) from the design professional in general responsible charge prior to the commencement of construction.
 4. Report all project related activities to the Project Inspector. The Project Inspector is responsible for monitoring the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed
 5. Provide material testing as identified in the DSA approved construction documents.
 6. Submit test reports to the Project Inspector on the day the tests were performed for any tests performed on-site
 7. Submit material test reports in a timely manner such that construction is not delayed and not to exceed 14 days from the date the material tests were performed. Test reports are to be submitted to DSA, the Architect, structural engineer, Project Inspector and school district.
 - a. As a convenience, and if agreed upon by involved parties, the test reports may be submitted electronically as identified in Section 4 of this procedure.
 8. Immediately submit reports of material tests not conforming to the requirements of the DSA approved construction documents. These reports shall be submitted to the DSA, Architect, structural engineer, Project Inspector and school district.
 9. The Engineering Manager shall submit an interim Laboratory of Record Verified Report (form DSA 291) and the Geotechnical Engineer shall submit an interim Geotechnical Verified Report (form DSA 293) to DSA, the project inspector, school district and the Design Professional in General Responsible Charge.
 - a. The reports are required to be submitted upon any of the following events occurring:
 - 1) Within 14 days of the completion of the material testing/special inspection program.
 - 2) Work on the project is suspended for a period of more than one month.
 - 3) The services of the laboratory of record are terminated for any reason prior to completion of the project.
 - 4) The DSA requests a Verified Report. (See interim verified reports below. This is a "DSA request.")
 10. The Engineering Manager shall submit an interim verified report (form DSA 291) and the Geotechnical Engineer shall submit form DSA 293 to DSA and a copy to the project inspector for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required material testing. The sections are:

- a. Initial Site Work
 - b. Foundation Prep
 - c. Vertical Framing
 - d. Horizontal Framing
 - e. Appurtenances
 - f. Finish Site Work
 - g. Other Work
 - h. Final
- H. Duties of Special Inspectors, employed by the Laboratory of Record, related to the use of form DSA 152 are as follows:
- 1. Meet with the Project Inspector, design professionals, and contractor as needed to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project.
 - 2. Report all project related activities to the Project Inspector. The Project Inspector is responsible for monitoring the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
 - 3. Perform work under the supervision of the Engineering Manager for the Laboratory of Record
 - 4. Perform inspections in conformance with the DSA approved construction documents, applicable codes and code reference standards
 - 5. Prepare detailed daily inspection reports outlining the work inspected and provide the Project Inspector a copy of the reports on the same day the inspections were performed.
 - 6. Prepare detailed daily inspection reports outlining the work inspected and provide the Project Inspector a copy of the reports on the same day the inspections were performed.
 - 7. Immediately submit reports of materials or work not conforming to the requirements of the DSA approved construction documents. These reports shall be submitted to the DSA, Architect, structural engineer, Project Inspector and school district.
 - 8. Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed 14 days from the date the special inspections were performed. The reports are to be submitted to the Architect, structural engineer, Project Inspector and school district.
 - 9. Submit Verified Report forms DSA 292 to the DSA, Project Inspector, district and design professional in responsible charge.
 - 10. The reports are required to be submitted upon any of the following events occurring:
 - 11. Within 14 days of the completion of the special inspection work.
 - 12. Work on the project is suspended for a period of more than one month.
 - 13. The services of the special inspector are terminated for any reason prior to completion of the project.
 - 14. The DSA requests a Verified Report. (See interim verified reports below. This is a "DSA request")

15. Submit an interim Verified Report (form DSA 292) to the DSA and a copy to the Project Inspector for each of the applicable sections of the form DSA 152, prior to the Project Inspector signing off that section of the project inspection card, if that section required special inspections. The sections are:
 - a. Initial Site Work
 - b. Foundation
 - c. Vertical Framing
 - d. Horizontal Framing
 - e. Appurtenances
 - f. Non-Building Site Structures
 - g. Finish Site Work
 - h. Other Work
 - i. Final
 16. The Verified Reports shall be sent electronically to the DSA.
- I. Duties of Special Inspectors, not employed by the Laboratory of Record, related to the use of form DSA 152 are as follows:
1. Meet with the project inspector, Laboratory of Record, the design professionals, and the contractors as needed to mutually communicate and understand the testing and inspection program, and the methods of communication appropriate for the project.
 2. Report all project related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
 3. Perform work under the direction of the design professional in general responsible charge, as defined in Section 4-335(f)1B of the California Administrative Code (Title 24, Part 1).
 4. Perform inspections in conformance with the DSA approved construction documents, applicable codes and code reference standards.
 5. Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports on the same day the inspections were performed.
 6. Immediately submit reports of materials or work not conforming to the requirements of the DSA approved construction documents. These reports shall be submitted to DSA, the Architect, structural engineer, project inspector and the school district.
 7. Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed 14 days from the date the special inspections were performed. The reports are to be submitted to DSA, the Architect, structural engineer, project inspector and the school district.
 8. Submit Special Inspection Verified Report forms DSA 292 to DSA, the project inspector, the school district and the Design Professional in General Responsible Charge.
 - a. The reports are required to be submitted upon any of the following events occurring:
 - 1) Within 14 days of the completion of the special inspection work.
 - 2) Work on the project is suspended for a period of more than one month.

- 3) The services of the special inspector are terminated for any reason prior to completion of the project.
 - 4) DSA requests a verified report. (See interim verified reports below. This is a "DSA request.")
9. Submit an interim Special Inspection Verified Report (form DSA 292) to DSA and a copy to the project inspector for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required special inspections.
- a. The sections are:
 - 1) Initial Site Work
 - 2) Foundation Prep
 - 3) Vertical Framing
 - 4) Horizontal Framing
 - 5) Appurtenances
 - 6) Finish Site Work
 - 7) Other Work
 - 8) Final

3.13 CONTRACTOR DUTIES AND RESPONSIBILITIES

A. DSA Requirements:

1. Each Multi-Prime Contractor or Subcontractor shall comply with DSA Construction Oversight Procedure PR 13-01. California Code of Regulations (CCR), Title 24, Part 1, CCR, Chapter 4, Article 1 (Sections 4-211 through 4-220) and Group1, Articles 5 and 6 (Sections 4-331 through 4-344) which provide regulations governing the construction process for projects under the jurisdiction of the Division of the State Architect (DSA).
 - a. Assist the Project Inspector (IOR) and complete and fill out the following forms during the course of construction.
 - 1) Form-102-IC: Construction Start Notice/ Inspection Card Request: Verify Project Inspector has an active form issued by DSA.
 - 2) Form-151: Project Inspector Notifications: Contractor to notify IOR and assist.
 - 3) Form-152: Project Inspection Card: See below.
 - 4) Form-154: Notice of Deviations/ Resolution of Deviations: Contractor to verify all deviations are reviewed, corrected, and accepted by the design professional, and filed with DSA through the Project Inspector (IOR).
 - (a) When the Project Inspector identifies deviations from the DSA approved construction documents the inspector must verbally notify the contractor. If the deviations are not corrected within a reasonable time frame, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the design professional in general responsible charge and the DSA.
 - (b) When the noticed deviations are corrected, the inspector is required to promptly issue a written notice of resolution to the contractor, with a copy sent to the design professional in general responsible charge and the DSA.
 - (c) Deviations include both construction deviations and material deficiencies.
 - (d) The written notice of deviations shall be made using form DSA 154.

- (e) The notice of resolution of deviations shall be made using the original form DSA 154 that reported the deviations.
 - 5) Form-156: Commencement/Completion of Work Notification
 - 6) Form-6.C: Verified Report – Contractor: From each contractor having a contract with the school board.
2. Duties of Contractor related to the use of form DSA 152 are as follows:
- a. The Contractor shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.
 - b. If at any time it is discovered that work is being done which is not in accordance with the DSA approved construction documents, the Contractor shall correct the work immediately.
 - c. Verify that forms DSA 152 are issued for the project prior to the commencement of construction.
 - d. Meet with the design team, the Laboratory of Record and the Project Inspector to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project.
 - e. Notify the Project Inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.
 - f. Notify the Project Inspector of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.
 - g. Consider the relationship of the signed off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the Project Inspector has signed off applicable blocks and sections of the form DSA 152, the Contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities, that cover up the unapproved work, will be subject to a “Stop Work Order” from the DSA or the district and are subject to removal and remediation if found to be in non-compliance with the DSA approved construction documents.
 - h. Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C) to DSA and the project inspector.
 - 1) The reports are required to be submitted upon any of the following events occurring:
 - (a) The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA approved construction documents so that the owner can occupy or utilize the project.
 - (b) Work on the project is suspended for a period of more than one month.
 - (c) The services of the contractor are terminated for any reason prior to the completion of the project.
 - (d) DSA requests a verified report.
- B. Contractor Responsibilities, General:
- 1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.

2. Availability of Samples
 - a. Contractor shall make materials required for testing available to Laboratory and assist in acquiring these materials as directed by the District's Inspector. The samples shall be taken under the immediate direction and supervision of the Testing Laboratory or District's Inspector.
 - b. If work which is required to be tested or inspected is covered up without prior notice or approval, such work may be uncovered at the discretion of Architect at no additional cost to the District. Refer to paragraph "Payments" herein.
 - c. Unless otherwise specified, Contractor shall notify Testing Laboratory a minimum of 10 working days in advance of all required tests, and a minimum of 2 working days in advance of all required inspections. All extra expenses resulting from a failure to notify the Laboratory will be paid by the District and backcharged to the Contractor.
 - d. Contractor shall give sufficient advance notice to Testing Laboratory in the event of cancellation or time extension of a scheduled test or inspection. Charges due to insufficient advance, notice of cancellations, or time extension will be paid for by the District and backcharged to the Contractor.
3. Cooperate with agency and laboratory personnel; provide access to the work, to manufacturers' facilities, and to fabricators' facilities.
4. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
5. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
6. Arrange with District's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
7. The Contractor shall notify the District's Inspector a minimum of 5 working days in advance of the manufacture of material to be supplied by him under the Contract Documents, which must be by terms of the Contract be tested, in order that the District may arrange for the testing of such material at the source of supply.
8. Material shipped by the Contractor from the source of supply before having satisfactorily passed such testing and inspection or before the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Project.
9. The District will select and pay testing laboratory costs for all tests and inspections, but may be reimbursed by the Contractor for such costs under the Contract conditions. Any direct payments by the Contractor to the testing laboratory on this project is prohibited.
- C. Contractor shall submit a written statement of responsibility to comply with CBC section 1704.4A.
 1. Each contractor responsible for the construction of a main wind- or seismic-force-resisting system, designated seismic system or a wind- or seismic-resisting

component listed in the statement of special inspections shall submit a written statement of responsibility to the building official and the owner prior to the commencement of work on the system or component. The contractor's statement of responsibility shall contain the following:

- a. Acknowledgment of awareness of the special requirements contained in the statement of special inspections;
 - b. Acknowledgment that control will be exercised to obtain conformance with the construction documents approved by the building official;
 - c. Procedures for exercising control within the contractor's organization, the method and frequency of reporting and the distribution of the reports; and
 - d. Identification and qualifications of the person(s) exercising such control and their position(s) in the organization.
- D. Contractor Responsibilities, Seismic Force-Resisting Systems: Submit written statement of responsibility for each item listed to DSA and District prior to starting work. Statement of responsibility shall acknowledge awareness of special construction requirements and other requirements listed.
- E. Contractor Responsibilities, Wind Force-Resisting Systems: Submit written statement of responsibility for each item listed to DSA and District prior to starting work. Statement of responsibility shall acknowledge awareness of special construction requirements and other requirements listed.
- F. Unless otherwise directed, materials not conforming to the requirements of Contract Documents shall be promptly removed from the Project site.

3.14 MANUFACTURERS' AND FABRICATORS' FIELD SERVICES

- A. When specified in individual specification sections, require material suppliers, assembly fabricators, or product manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, to test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
 1. Observer subject to approval of Architect.
 2. Observer subject to approval of District.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary telecommunications services.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Field offices.

1.02 RELATED REQUIREMENTS

- A. Section 01 35 53 - Security Procedures
- B. Section 01 51 00 - Temporary Utilities.
- C. Section 01 52 13 - Field Offices and Sheds.
- D. Section 01 55 00 - Vehicular Access and Parking.
- E. Section 01 57 21 - Indoor Air Quality Controls: Filtration requirements during construction and final cleaning.
- F. Section 01 58 13 - Temporary Project Signage.

1.03 REFERENCE STANDARDS

- A. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.

1.04 TEMPORARY UTILITIES - SEE SECTION 01 51 00

1.05 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
 - 2. Telephone Land Lines: One line, minimum; one handset per line.
 - 3. Internet Connections: Minimum of one; Cable modem or faster.
 - 4. Facsimile Service: Minimum of one dedicated fax machine/printer, with dedicated phone line.
 - 5. Facsimile Service: Fax-to-email software on personal computer.
 - 6. Project web site.

1.06 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
 - 1. Contractor(s) shall provide temporary toilet facilities if maximum number of personnel on project is greater than 10.
 - 2. Contractor shall submit proposed location of temporary toilet(s) to Construction Manager for approval.
 - a. Place on-site portable toilets away from building air intakes and entryway.
- B. Maintain daily in clean and sanitary condition.
- C. At end of construction, return facilities to same or better condition as originally found.

1.07 SCAFFOLDING

- A. It is expected that a full floor platform will be the most effective means of providing ceiling work access above the seating area of the auditorium.
- B. General Contractor shall provide OSHA compliant scaffolding as required to complete the Work. Coordinate platform elevations and tower locations with the building design to permit Work to be conducted in accordance with the requirements for joints, changes in materials, and application of materials.
 - 1. Provide employees with a safe means of access to the work area on the scaffold.
 - 2. Access scaffold platforms greater than 6 m (20 feet) maximum in height by use of a scaffold stair system.
 - a. Do not use vertical ladders commonly provided by scaffold system manufacturers for accessing scaffold platforms greater than 6 m (20 feet) maximum in height.
 - b. The use of an adequate gate is required.
 - 3. Ensure that employees are qualified to perform scaffold erection and dismantling.
 - 4. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the OSHA compliant fall protection and prevention plan.
 - a. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward.
 - b. Give special care to ensure scaffold systems are not overloaded.
 - c. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material are prohibited.
 - d. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base.
 - 5. Place work platforms on mud sills.
 - 6. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet.
 - 7. Delineate fall protection requirements when working above six feet or above dangerous operations in the OSHA compliant Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

8. Seismically brace the scaffolding system at all times.
- C. Stilts
 1. The use of stilts for gaining additional height in construction, renovation, repair or maintenance work is prohibited.

1.08 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations .
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way .
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.09 FENCING

- A. Construction: Contractor's option.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.10 EXTERIOR ENCLOSURES

- A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.11 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from District-occupied areas, to prevent penetration of dust and moisture into District-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:
 1. STC rating of 35 in accordance with ASTM E90.
 2. Maximum flame spread rating of 75 in accordance with ASTM E84.
- C. Paint surfaces exposed to view from District-occupied areas.

1.12 SECURITY

- A. Provide security and facilities to protect Work, and District's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with District's security program.

1.13 CAFETERIA AND FOOD

- A. Construction personnel shall police their own areas. All cups, cans, paper, wrappers, and discarded food must be placed in trash receptacles at end of each break.

- B. Contractor(s) shall submit to Construction Manager proposed location of any break areas and eating areas for approval.

1.14 SMOKING AND TOBACCO

- A. Smoking is not permitted indoors.
- B. Smoking is permitted outdoors in designated areas.
- C. All ashes and cigarette butts must be deposited in approved receptors.
- D. No chewing tobacco or spitting of tobacco is permitted.

1.15 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and District.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.16 WASTE REMOVAL

- A. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.17 PROJECT SIGNS - SEE SECTION 01 58 13

1.18 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Provide separate private office similarly equipped and furnished, for use of District.
- D. Locate offices a minimum distance of 30 feet from existing and new structures.

1.19 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 52 00

CONSTRUCTION FACILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnishing and installing temporary facilities as indicated, specified or required for proper performance of the Work.

1.02 RELATED SECTIONS

- A. Temporary. Storm Water Pollution Control
- B. Temporary Controls
- C. Construction Waste Management and Disposal

1.03 GENERAL

- A. CONTRACTOR shall provide, maintain, relocate, and remove temporary facilities, including buildings, field office, toilets, utilities, storage units, fencing, barricades, chutes, elevators, hoists, scaffolds, railings and other facilities or services as required. CONTRACTOR shall be responsible for all use charges for the items provided as specified herein.
- B. CONTRACTOR shall furnish, install, maintain and pay for all necessary permits, inspections, temporary lines and connections and metering devices, use charges, move-ins/outs, connection fees, service, extension and distribution, deliveries/pickups, rentals, storage, transportation, taxes, labor, insurance, bonds, materials, equipment and all other required miscellaneous items for the temporary utilities systems required for completion of the work, and, upon substantial completion of the Work, remove all such temporary utilities systems and appurtenances.

1.04 REGULATORY REQUIREMENTS

- A. Comply with governing ordinances, regulations and utility company requirements and recommendations.
- B. Comply with pollution and environmental protection codes and regulations for use of water and energy, for discharge of waste and storm drainage from the project site, and for control of dust, air pollution and noise.
- C. Temporary construction shall conform to requirements of State, County and local authorities and insurance requirements which pertain to operation, health, safety and fire hazard. Provide items necessary to comply with such requirements, whether or not specifically indicated or specified in the Contract Documents.

1.05 TEMPORARY WATER

- A. CONTRACTOR shall provide and maintain temporary potable water service, including water distribution piping and outlet devices of the size and required flow rates in order to provide service to all areas of the Project site at all times.

1.06 TEMPORARY SANITARY FACILITIES

- A. CONTRACTOR shall provide portable chemical toilet facilities, in quantities based on total number of workers and shall be in accordance with CAL/OSHA standards.
- B. Portable chemical toilet facilities shall be maintained with adequate supplies and in a clean and sanitary condition and shall be removed from the Project site upon Substantial Completion of the Work.
- C. CONTRACTOR employees shall not use school toilet facilities.
- D. CONTRACTOR will define appropriate areas for break and lunch periods and will provide suitable containers for placement of trash in those areas. Areas shall be maintained clean and orderly.

1.07 TEMPORARY TELEPHONE SERVICE

- A. CONTRACTOR shall provide temporary telephone and data service for temporary facilities.

1.08 TEMPORARY ELECTRICAL POWER

- A. CONTRACTOR shall provide temporary electrical service for construction, temporary facilities, and connections for construction equipment requiring power or lighting, at all points required for the Work, for inspection and safety.
- B. CONTRACTOR shall ensure that welding equipment is supplied by electrical generators, not by the utility-furnished electrical power.

1.09 TEMPORARY LIGHTING

- A. CONTRACTOR shall provide and maintain all temporary lighting as necessary to provide safe access, performance and inspection of the work.
- B. Light levels provided shall be a minimum of 20 foot candles inside buildings and 5 foot candles outside for inspection, safety and security.

1.10 TEMPORARY HEATING, VENTILATION AND AIR CONDITIONING (HVAC)

- A. CONTRACTOR shall provide temporary heating, ventilating, cooling and filtration required for satisfactory completion of the Work.
- B. CONTRACTOR shall ventilate enclosed areas to assist cure of materials, dissipate humidity, and to prevent accumulation of dust, fumes, vapors, gases, or other irritants.

- C. CONTRACTOR shall maintain manufacturer-required levels of room and/or space temperature, humidity and ventilation necessary to install products, materials and/or systems of the Work.
- D. Utilization of the HVAC system for temporary construction use does not constitute DISTRICT acceptance of the system.

1.11 TEMPORARY GAS

- A. CONTRACTOR shall provide temporary gas service for construction and temporary facilities, at all points required for the Work.

1.12 CONSTRUCTION EQUIPMENT AND FACILITIES

- A. CONTRACTOR shall erect, equip, and maintain construction equipment in strict accordance with applicable statutes, laws, ordinances and regulations of authority having jurisdiction.
- B. CONTRACTOR shall provide, maintain and remove upon completion of the Work all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ramps, stairs, runways, platforms, ladders, railings and other temporary construction as required for all work hereunder.

1.13 FIELD OFFICES

- A. CONTRACTOR shall provide a temporary field office for his own use. It shall be weather-tight with lighting, electrical outlets, electronic communications capabilities, HVAC, and otherwise equipped to adequately conduct construction operations. Provide a conference room adequate for project meetings.
- B. CONTRACTOR shall be responsible for maintaining all electrical distribution lines, equipment and related devices. If equipment and/or transmission equipment becomes inoperable and downtime exceeds two (2) days, CONTRACTOR shall replace and/or provide equivalent interim equipment.
- C. Office, furniture, equipment, and related ancillary devices shall remain property of CONTRACTOR. CONTRACTOR shall remove such property upon Final Completion of Work or as otherwise determined by the DISTRICT.
- D. At CONTRACTOR expense and without limitation, remove and/or relocate temporary office(s) and related facilities as rapidly as required in order to provide for progress of the Work.
- E. FIELD OFFICE SUPPLIES
 - 1. CONTRACTOR shall provide the initial supply of field office supplies to the DISTRICT in the quantities listed as set forth below in Table A. If specified in the Section – Allowances, CONTRACTOR shall provide additional supplies as specified.
 - 2. CONTRACTOR may utilize different suppliers as the specified information is only to establish the required quantities and levels of quality.

1.14 STORAGE AND STAGING

- A. Operations of the CONTRACTOR, including storage of materials, shall be confined to areas approved by DISTRICT. CONTRACTOR shall be liable for damage caused by him during such use of property of the DISTRICT or other parties.
- B. Storage facilities shall provide protection of products from excessive cold, heat, moisture, humidity or physical abuse as specified in the respective sections for the products stored.
- C. CONTRACTOR shall save the DISTRICT, along with its respective officers, employees and agents, and the ARCHITECT and his employees, free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by his operations on assigned premises of third parties.

1.15 FENCES AND BARRICADES

- A. CONTRACTOR shall install temporary Project site security fence(s) and/or barricade(s), as as specified herein or indicated on Drawings, or as required for safety and security. New or used material may be furnished. Security of Project site and contents is a continuous obligation of CONTRACTOR.
- B. Unless otherwise indicated or specified, a site security fence shall be constructed of 8'-0" high chain link fencing with a 8'-0" high windscreen. Space posts not to exceed 10'-0" on centers. Posts shall be of following nominal pipe dimensions: terminal, corner, and gatepost 2-1/2", line posts 2". Chain link fence shall be not less than #13 gage, 2" mesh, and in one width. Posts, fence and accessories shall be galvanized and as follows:
 - 1. Posts shall be set in the earth a depth of 30" with soil firmly compacted around post, unless required otherwise in writing by DISTRICT.
 - 2. Fence fabric shall be attached to posts with #14 gage tie wire at 16" on centers. A #6 gage steel tension wire with turnbuckles shall be installed at top and bottom of barricade fencing. Wire tie fabric to tension wires at 18" centers.
 - 3. Windscreen shall be attached to fence fabric and steel tension wires at 18" centers with a minimum of #14 gage tie wire. Windscreen shall be maintained and all rips, tears, missing sections shall be corrected as soon as detected.
 - 4. Chain link fencing shall be free from barbs, icicles or other projections resulting from galvanizing process. Fence having such defects will be replaced even if it has been installed.
 - 5. Gates shall be fabricated of steel pipe with welded corners, and bracing as required. Fence and fabric to be attached to frame at 12" centers. Provide all gate hardware of a strength and quality to perform satisfactorily until barricade is removed upon Substantial Completion of the Work. Each gate shall have a chain and padlock. Provide two (2) gate keys to DISTRICT. At Substantial Completion of the Work, remove barricade from Project site, backfill and compact fence footing holes.

Existing surface paving that is cut into or removed shall be patched and sealed to match surrounding areas.

6. At CONTRACTOR expense and without limitation, remove and/or relocate fencing, fabric and barricades or other security and protection facilities as rapidly as required in order to provide for progress of the Work.

C. Other Temporary Enclosures & Barricades

1. Provide fences and barricades to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
2. Provide lockable, temporary weather-tight enclosures at openings in exterior walls to create acceptable working conditions, to allow for temporary heating and for security.
3. Provide protective barriers around trees, plants and other improvements designated to remain. Replace any damaged materials as directed by the ARCHITECT
4. Temporary partitions shall be installed at all openings where additions connect to existing buildings, and where necessary to protect areas, spaces, property, personnel, students and faculty and to separate and control dust, debris, noise, access, sight, fire areas, safety and security. Temporary partitions shall be as designated on the Drawings or as specified by ARCHITECT. At CONTRACTOR expense and without limitation, remove and/or relocate enclosures, barriers and temporary partitions as rapidly as required in order to provide for progress of the Work.
5. Since the Work of this Project may be immediately adjacent to existing occupied structures and vehicular and pedestrian right of ways, CONTRACTOR shall, in his sole judgment and in accordance with applicable safety standards, provide all temporary facilities, additional barricades, protection and care to protect existing structures, occupants, property, pedestrians and vehicular traffic. CONTRACTOR is responsible for any damage, which may occur to the property and occupants of the property of DISTRICT or adjacent private or public properties which in any way results from the acts or neglect of CONTRACTOR.
6. Fences and barricades must completely separate construction activities and personnel from school operations, staff, students and the public. Construction workers shall not interact or communicate with students or staff except in emergency or safety related situations.
7. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing buildings.
8. Protect vehicles, stored materials, site and structures from damage.

1.16 TEMPORARY DE-WATERING FACILITIES & DRAINAGE:

- A. For temporary drainage and de-watering facilities and operations not directly associated with construction activities included under individual sections, comply with de-watering requirements of applicable Division 01 sections or of sound practice. CONTRACTOR shall maintain the Work, Project site and related areas free of water.
- B. For temporary drainage and de-watering facilities and operations directly associated with new buildings, additions or other construction activities, comply with Division 01 & 02 Sections. CONTRACTOR shall be responsible for de-watering of excavations, trenches & below grade areas of buildings, structures, the Project site and related areas.

1.17 TEMPORARY PROTECTION FACILITIES:

- A. CONTRACTOR shall not change over from using temporary facilities and controls to permanent facilities until Substantial Completion, except as permitted by DISTRICT.
- B. CONTRACTOR shall provide fire protection during construction in accordance with CFC, Article 87
- C. Until permanent fire protection needs are supplied and approved by authorities having jurisdiction, CONTRACTOR shall provide, install and maintain temporary fire protection facilities of the types needed in order to adequately protect against fire loss. CONTRACTOR shall adequately supervise welding operations, combustion type temporary heating and similar sources of fire ignition.
- D. CONTRACTOR shall provide, install and maintain substantial temporary enclosures of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Where materials, tools and equipment are stored within the Work area, CONTRACTOR shall provide secure lock up to protect against vandalism, theft and similar violations of security. DISTRICT accepts no financial responsibility for loss, damage, vandalism or theft.
- E. CONTRACTOR operations shall not block, hinder, impede or otherwise inhibit the use of required exits and/or emergency exits to the public way, except as approved by the DISTRICT. CONTRACTOR shall maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fire fighting equipment and/or personnel.
- F. With approval of DISTRICT and at the earliest feasible date in each area of the Work, complete installation of the permanent fire protection facilities including connected services and place into operation and use. Instruct DISTRICT personnel in use of permanent fire protection facilities.
- G. In the event of an emergency drill or an actual emergency, designated by the sounding of the fire alarm and/or other sounding device, all construction activities must cease. CONTRACTOR shall evacuate the Work area and remain outside

the Work area until permitted to return. No Work shall be conducted during the evacuation of a building or during an emergency.

1.18 TEMPORARY SECURITY AND SAFETY MEASURES:

- A. During performance of the Work in existing facilities CONTRACTOR shall provide, install and maintain substantial temporary barriers and/or partitions separating all Work areas from areas occupied by students, faculty and/or administrative staff.
- B. During performance of the Work in existing facilities and/or on a Project site occupied by students and where temporary barriers and/or partitions are not physically feasible, CONTRACTOR shall provide an employee meeting the requirements of Education Code Section 45125.2.(2) to continually supervise and monitor all employees of the CONTRACTOR and Subcontractor. For the purposes of this Section, CONTRACTOR employee shall be someone whom the Department of Justice has ascertained has not been convicted of a violent or serious felony as listed in Penal Code Section 667.5(c) and/or Penal Code Section 1192.7(c). To comply with this Section, CONTRACTOR shall have his employee submit his or her fingerprints to the Department of Justice pursuant to Education Code Section 45125.1(a).
- C. Penal Code Sections 290 and 290.4, commonly known as "Megan's Law," require, among other things, individuals convicted of sexually oriented crimes, to register with the chief of police where the convicted individual resides or with a county sheriff or other law enforcement officials. The CONTRACTOR shall check its own employees and require each Subcontractor to check its employees and report to the CONTRACTOR if any such employees are registered sex offenders. The CONTRACTOR shall check monthly during the life of the Contract to ascertain this information and report same to DISTRICT. Before starting the Work, and monthly thereafter during the life of Contract, CONTRACTOR shall notify the DISTRICT in writing if any of its employees and/or if any Subcontractor's employees is a registered sex offender. If so, CONTRACTOR shall proceed in accordance with the previous paragraph.

1.19 TEMPORARY ACCESS ROADS AND PARKING:

- A. Due to the limited amount of on and off Project site space for the parking of staff, students and school visitors' vehicles, there will be no parking of CONTRACTOR vehicles in areas designated for school use only. CONTRACTOR shall provide legal access to and maintain CONTRACTOR designated areas for the legal parking, loading, off-loading & delivery of all vehicles associated with the Work. CONTRACTOR shall be solely responsible for providing and maintaining these requirements whether on or off the Project site.
- B. Contractor's onsite parking shall be in areas shown on the Logistics Site Plan or as otherwise designated by the DISTRICT.
- C. Temporary access roads are to be installed and maintained by CONTRACTOR to all areas of the Project site.
- D. CONTRACTOR will be permitted to utilize existing on-site roads as designated by DISTRICT. CONTRACTOR shall only utilize those entrances and exits as

designated by DISTRICT, and CONTRACTOR shall observe all traffic regulations of DISTRICT.

- E. Provide and maintain access to fire hydrants, free of obstructions.
- F. Do not park or drive on concrete walks or in the new buildings at any time.
- G. CONTRACTOR shall maintain roads and walkways in a clean condition including removal of debris and/or other deleterious material on a daily basis.

1.20 TRENCHES

- A. CONTRACTOR shall comply with all applicable statutes, codes & regulations regarding trenching and trenching operations. Open trenches for installation of utility lines (water, gas, electrical and similar utilities) and open pits outside barricaded working areas shall be barricaded at all times in a legal manner determined by CONTRACTOR.
- B. Open trenches deeper than 3'-6", and not located within a public street access, shall be enclosed within an 8'-0" high chain-link fence.
- C. Trenches shall be backfilled and patch-paved within twenty-four (24) hours after approval of installation by authorities having jurisdiction or shall have "trench plates" installed.
- D. Required access to buildings shall be provided and maintained.

1.21 PROJECT SIGNAGE

- A. CONTRACTOR shall furnish and install a Project sign on the Project site at a location established by ARCHITECT. A graphical layout of the proposed sign shall be submitted to ARCHITECT and DISTRICT for review before fabrication.
- B. Sign construction shall be 10'-0" wide by 6'-0" high with 6" x 6" posts and 1" exterior grade plywood, bolted to posts.
- C. Sign lettering shall be painted white with exhibit lettering by a professional sign painter, in accordance with details reviewed by ARCHITECT. The following shall be listed on sign:
 - 1. DISTRICT – San Bernardino City Unified School District.
 - 2. Name of School.
 - 3. Names of the Architect/Engineer and Consultants.
 - 4. Name of Prime Contractor.
 - 5. Other principal Contractors.
 - 6. Name of School Board member from District in which project is located.
- D. Except as otherwise specified herein, no other signs shall be displayed without approval of DISTRICT. At CONTRACTOR expense and without limitation remove and/or relocate Project signage and related facilities as rapidly as required in order to provide for progress of the Work.

- E. CONTRACTOR shall remove Project signage at Substantial Completion of the Work.
- F. CONTRACTOR shall provide and install signage to provide directional, identification, and contact information to construction personnel and visitors as follows and as approved by DISTRICT.
 - 1. For construction traffic control/flow at entrances/exits, and as designated by DISTRICT.
 - 2. To direct visitors.
 - 3. For construction parking.
 - 4. To direct deliveries.
 - 5. For Warning Signs as required.
 - 6. Per CAL/OSHA standards as necessary.
 - 7. For office identification and Project site address.
 - 8. For "No Smoking" safe work site at designated locations.
 - 9. Emergency contact information and phone number of CONTRACTOR.
 - 10. Emergency contact information and phone number of local police, fire, and emergency personnel.

1.22. CLOSE OUT

- A. Remove all temporary facilities at the completion of construction, and restore the site and facilities to conditions acceptable to the ARCHITECT and to local authorities.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 57 21
INDOOR AIR QUALITY CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Construction procedures to promote adequate indoor air quality after construction.
- B. Building flush-out after construction and before occupancy.
- C. Testing indoor air quality before commencement of construction; existing building areas only.
- D. Testing indoor air quality after completion of construction.
- E. Testing air change effectiveness after completion of construction.

1.02 PROJECT GOALS

- A. Dust and Airborne Particulates: Prevent deposition of dust and other particulates in HVAC ducts and equipment.
 - 1. Cover duct openings and protect mechanical equipment during construction. Provide tape, plastic, sheet metal or other methods acceptable to DSA.
 - a. Comply with California Green Code Section 5.504.3.
 - 2. Cleaning of ductwork is not contemplated under this Contract.
 - 3. Contractor shall bear the cost of cleaning required due to failure to protect ducts and equipment from construction dust.
 - 4. Establish condition of existing ducts and equipment prior to start of alterations.
- B. Airborne Contaminants: Procedures and products have been specified to minimize indoor air pollutants.
 - 1. Furnish products meeting the specifications.
 - 2. Avoid construction practices that could result in contamination of installed products leading to indoor air pollution.

1.03 RELATED REQUIREMENTS

- A. Section 01 40 00 - Quality Requirements: Testing and inspection services.
- B. Section 01 50 00 - Temporary Construction Facilities and Controls: Temporary construction requirements.
- C. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.
- D. Section 01 91 13 - General Commissioning Requirements: Verification of installed Work and it's performance.
- E. Section 01 91 14 - Commissioning Authority Responsibilities:
- F. Division 23 - Heating, Ventilating, and Air-Conditioning (HVAC): HVAC filters.
- G. Division 23 - Heating, Ventilating, and Air-Conditioning (HVAC): Testing HVAC systems for proper air flow rates, adjustment of dampers and registers, and settings for equipment.

- H. Division 23 - Heating, Ventilating, and Air-Conditioning (HVAC): Cleaning air ducts, equipment, and terminal units.

1.04 REFERENCE STANDARDS

- A. ASHRAE Std 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size; 2012.
- B. ASHRAE Std 129 - Measuring Air-Change Effectiveness; 1997 (Reaffirmed 2002).
- C. ASTM D5197 - Standard Test Method for Determination of Formaldehyde and Other Carbonyl Compounds in Air (Active Sampler Methodology); 2009.
- D. ASTM E779 - Standard Test Method for Determining Air Leakage Rate by Fan Pressurization; 2010.
- E. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; California Department of Public Health; v1.1, 2010.
- F. EPA 600/4-90/010 - Compendium of Methods for the Determination of Air Pollutants in Indoor Air; April 1990.
- G. EPA 625/R-96/010b - Compendium of Methods for the Determination of Toxic Organic Compounds in Ambient Air; January 1999.
- H. SMACNA (OCC) - IAQ Guideline for Occupied Buildings Under Construction; 2007.

1.05 DEFINITIONS

- A. Adsorptive Materials: Gypsum board, acoustical ceiling tile and panels, carpet and carpet tile, fabrics, fibrous insulation, and other similar products.
- B. Contaminants: Gases, vapors, regulated pollutants, airborne mold and mildew, and the like, as specified.
- C. Particulates: Dust, dirt, and other airborne solid matter.
- D. Wet Work: Concrete, plaster, coatings, and other products that emit water vapor or volatile organic compounds during installation, drying, or curing.

1.06 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Indoor Air Quality Management Plan: Describe in detail measures to be taken to promote adequate indoor air quality upon completion; use SMACNA (OCC) as a guide.
 - 1. Submit not less than 60 days before enclosure of building.
 - 2. Identify potential sources of odor and dust.
 - 3. Identify construction activities likely to produce odor or dust.
 - 4. Identify areas of project potentially affected, especially occupied areas.
 - 5. Evaluate potential problems by severity and describe methods of control.
 - 6. Describe construction ventilation to be provided, including type and duration of ventilation, use of permanent HVAC systems, types of filters and schedule for replacement of filters.

7. Describe cleaning and dust control procedures.
8. Describe coordination with commissioning procedures.
- C. Interior Finishes Installation Schedule: Identify each interior finish that either generates odors, moisture, or vapors or is susceptible to adsorption of odors and vapors, and indicate air handling zone, sequence of application, and curing times.
- D. Duct and Terminal Unit Inspection Report.
- E. Air Contaminant Test Plan: Identify:
 1. Testing agency qualifications.
 2. Locations and scheduling of air sampling.
 3. Test procedures, in detail.
 4. Test instruments and apparatus.
 5. Sampling methods.
- F. Air Contaminant Test Reports: Show:
 1. Location where each sample was taken, and time.
 2. Test values for each air sample; average the values of each set of 3.
 3. HVAC operating conditions.
 4. Certification of test equipment calibration.
 5. Other conditions or discrepancies that might have influenced results.
- G. Ventilation Effectiveness Test Plan: Identify:
 1. Testing agency qualifications.
 2. Description of test spaces, including locations of air sampling.
 3. Test procedures, in detail; state whether tracer gas decay or step-up will be used.
 4. Test instruments and apparatus; identify tracer gas to be used.
 5. Sampling methods.
- H. Ventilation Effectiveness Test Reports: Show:
 1. Include preliminary tests of instruments and apparatus and of test spaces.
 2. Calculation of ventilation effectiveness, E.
 3. Location where each sample was taken, and time.
 4. Test values for each air sample.
 5. HVAC operating conditions.
 6. Other information specified in ASHRAE 129.
 7. Other conditions or discrepancies that might have influenced results.

1.07 QUALITY ASSURANCE

- A. Testing and Inspection Agency Qualifications: Independent testing agency having minimum of 5 years experience in performing the types of testing specified.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Low VOC Materials: See Section 01 61 16.
- B. Low VOC Materials: See other sections for specific requirements for materials with low VOC content.
- C. Auxiliary Air Filters: MERV of 8, minimum, when tested in accordance with ASHRAE 52.2.

PART 3 EXECUTION

3.01 CONSTRUCTION PROCEDURES

- A. Prevent the absorption of moisture and humidity by adsorptive materials by:
 - 1. Sequencing the delivery of such materials so that they are not present in the building until wet work is completed and dry.
 - 2. Delivery and storage of such materials in fully sealed moisture-impermeable packaging.
 - 3. Provide sufficient ventilation for drying within reasonable time frame.
- B. Begin construction ventilation when building is substantially enclosed.
- C. If extremely dusty or dirty work must be conducted inside the building, shut down HVAC systems for the duration; remove dust and dirt completely before restarting systems.
- D. When working in a portion of an occupied building, prevent movement of air from construction area to occupied area.
- E. HVAC equipment and supply air ductwork may be used for ventilation during construction:
 - 1. Operate HVAC system on 100 percent outside air, with 1.5 air changes per hour, minimum.
 - 2. Ensure that air filters are correctly installed prior to starting use; replace filters when they lose efficiency.
 - 3. Do not use return air ductwork for ventilation unless absolutely necessary.
 - 4. Where return air ducts must be used for ventilation, install auxiliary filters at return inlets, sealed to ducts; use filters with at least the equivalent efficiency as those required at supply air side; inspect and replace filters when they lose efficiency.
- F. Do not store construction materials or waste in mechanical or electrical rooms.
- G. Prior to use of return air ductwork without intake filters clean up and remove dust and debris generated by construction activities.
 - 1. Inspect duct intakes, return air grilles, and terminal units for dust.
 - 2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
 - 3. Clean tops of doors and frames.
 - 4. Clean mechanical and electrical rooms, including tops of pipes, ducts, and conduit, equipment, and supports.

5. Clean return plenums of air handling units.
6. Remove intake filters last, after cleaning is complete.
- H. Do not perform dusty or dirty work after starting use of return air ducts without intake filters.
- I. Use other relevant recommendations of SMACNA (OCC) for avoiding unnecessary contamination due to construction procedures.

3.02 BUILDING FLUSH-OUT

- A. Contractor's Option: Either full continuous flush-out OR satisfactory air contaminant testing is required, not both.
- B. Perform building flush-out before occupancy.
- C. Do not start flush-out until:
 1. All construction is complete.
 2. HVAC systems have been tested, adjusted, and balanced for proper operation.
 3. Cleaning of inside of HVAC ductwork, specified elsewhere, has been completed.
 4. Inspection of inside of return air ducts and terminal units confirms that cleaning is not necessary.
 5. New HVAC filtration media have been installed.
- D. Building Flush-Out: Operate all ventilation systems at normal flow rates with 100 percent outside air until a total air volume of 14,000 cubic feet per square foot of floor area has been supplied.
 1. Obtain District's concurrence that construction is complete enough before beginning flush-out.
 2. Maintain interior temperature of at least 60 degrees F and interior relative humidity no higher than 60 percent.
 3. If additional construction involving materials that produce particulates or any of the specified contaminants is conducted during flush-out, start flush-out over.
 4. If interior spaces must be occupied prior to completion of the flush-out, supply a minimum of 25 percent of the total air volume prior to occupancy, and:
 - a. Begin ventilation at least three hours prior to daily occupancy.
 - b. Continue ventilation during all occupied periods.
 - c. Provide minimum outside air volume of 0.30 cfm per square foot or design minimum outside air rate, whichever is greater.
- E. Install new HVAC filtration media after completion of flush-out and before occupancy or further testing.

3.03 AIR CONTAMINANT TESTING

- A. Contractor's Option: Either full continuous flush-out OR satisfactory air contaminant testing is required, not both.
- B. Perform air contaminant testing before starting construction, as base line for evaluation of post-construction testing.
- C. Perform air contaminant testing before occupancy.

- D. Do not start air contaminant testing until:
 - 1. All construction is complete, including interior finishes.
 - 2. HVAC systems have been tested, adjusted, and balanced for proper operation.
 - 3. Cleaning of inside of HVAC ductwork, specified elsewhere, has been completed.
 - 4. New HVAC filtration media have been installed.
- E. Indoor Air Samples: Collect from spaces representative of occupied areas:
 - 1. Collect samples while operable windows and exterior doors are closed, HVAC system is running normally as if occupied, with design minimum outdoor air, but with the building unoccupied.
 - 2. Collect samples from spaces in each contiguous floor area in each air handler zone, but not less than one sample per 25,000 square feet; take samples from areas having the least ventilation and those having the greatest presumed source strength.
 - 3. Collect samples from height from 36 inches to 72 inches above floor.
 - 4. Collect samples from same locations on 3 consecutive days during normal business hours; average the results of each set of 3 samples.
 - 5. Exception: Areas with normal very high outside air ventilation rates, such as laboratories, do not need to be tested.
 - 6. When retesting the same building areas, take samples from at least the same locations as in first test.
- F. Outdoor Air Samples: Collect samples at outside air intake of each air handler at the same time as indoor samples are taken.
- G. Analyze air samples and submit report.
- H. Air Contaminant Concentration Limits:
 - 1. Comply with CalGreen Building Standards Section 5.504.4.5, Table 504.4.4.5 "Formaldehyde Limits".
 - 2. Formaldehyde: Not more than 16.3 parts per billion.
 - 3. PM10 Particulates: Not more than 20 micrograms per cubic meter.
 - 4. Comply with CalGreen Building Standards Section 5.504, Table 504.4.3 "VOC Content Limits for Architectural Coatings".
 - 5. Comply with CalGreen Building Standards Section 5.504, Table 504.4.1 "Adhesive VOC Limit" and Table 504.4.2 "Sealant VOC Limit".
 - 6. Total Volatile Organic Compounds (TVOCs): Not more than 200 micrograms per cubic meter.
 - 7. Chemicals Listed in CAL (CDPH SM) Table 4-1, except Formaldehyde: Allowable concentrations listed in Table 4-1.
 - 8. Carbon Monoxide: Not more than 9 parts per million and not more than 2 parts per million higher than outdoor air.
- I. Air Contaminant Concentration Test Methods:
 - 1. Formaldehyde: ASTM D5197, EPA 625 Method TO-11A, or EPA 600 Method IP-6.

2. Particulates: EPA 600 Method IP-10.
 3. Total Volatile Organic Compounds (TVOC): EPA 625 Method TO-1, TO-15, or TO-17; or EPA 600 Method IP-1.
 4. Chemicals Listed in CAL (CDPH SM) Table 4-1, except Formaldehyde: ASTM D5197, or EPA 625 Method TO-1, TO-15, or TO-17.
 5. Carbon Monoxide: EPA 600 Method IP-3, plus measure outdoor air; measure in ppm; report both indoor and outdoor measurements.
- J. If air samples show concentrations higher than those specified, ventilate with 100 percent outside air and retest at no cost to District, or conduct full building flush-out specified above.

3.04 VENTILATION EFFECTIVENESS TESTING

- A. Perform ventilation effectiveness testing during commissioning period.
- B. Do not begin ventilation effectiveness testing until:
 1. HVAC testing, adjusting, and balancing has been satisfactorily completed.
 2. Building flush-out or air contaminant testing has been completed satisfactorily.
 3. New HVAC filtration media have been installed.
- C. Test each air handler zone in accordance with ASHRAE 129.
- D. If calculated air change effectiveness for a particular zone is less than 0.9 due to inadequate balancing of the system, adjust, and retest at no cost to District.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection of products.
- D. Product option requirements.
- E. Substitutions and procedures, Request for Substitution Form.
- F. System Completeness.
- G. Installation of Products.
- H. Procedures for District-supplied products.
- I. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Division 0 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 30 00 - Administrative Requirements: Requirements applicable to submittals for "or equal" and substitute products.
- C. Section 01 40 00 - Quality Requirements: Product quality monitoring.
- D. Section 01 41 00 - Regulatory Requirements: Codes and standards applicable to product specifications; minimum requirements.
- E. Section 01 42 19 - Reference Standards and Abbreviations: References to various standards, standard specifications, codes, practices and other requirements.
- F. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- G. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting packaging and substitutions.

1.03 REFERENCE STANDARDS

- A. California Electrical Code (CEC) based on NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Notice to Proceed.
 - 2. For products specified only by reference standards, list applicable reference standards.

- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Drawings and Specifications:
 - 1. If a conflict exists between the Drawings and the Specifications (Project Manual), then the Contractor shall submit a Request for Interpretation from the Architect. See Section 01 30 00 - Administrative Requirements.
 - a. As noted in the General Conditions, the more stringent requirements shall govern, including cost of materials and/or installation.
 - 2. If a specific product is indicated on the Drawings for use, then that product shall be used without exception in the location identified.
 - 3. If the Contractor proposes the use of another product other than the item indicated, whether or not listed in these specifications, the Contractor shall submit the product using the complete substitution process. See the the Article titled "SUBSTITUTIONS".
 - 4. DSA (Div of the State Architect) approval is also required prior to the use or installation of any substitution, on any product or location of product (requiring a revision to the Drawings or Specifications), included in these construction documents.
 - a. Installation of a non-approved product may result in the Contractor removing and replacing the non-approved product at the Contractor's own expense. See Section 01 20 00 - Price and Payment Procedures.
- B. Products, General: Items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock, and include materials, equipment, assemblies, fabrications and systems.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model designations indicated in the manufacturer's published product data.
 - 2. Materials: Products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the Work.
 - 3. Equipment: A product with operating parts, whether motorized or manually operated, that requires connections such as wiring or piping.

- C. Specific Product Requirements: Refer to requirements of Section 01 40 00 - Quality Requirements and individual product Specifications Sections in Divisions 2 through 33 for specific requirements for products.
- D. Minimum Requirements: Specified requirements for products are minimum requirements. Refer to general requirements for quality of the Work specified in Section 01 40 00 - Quality Requirements and elsewhere herein.
- E. Product Selection:
 - 1. Provide products that fully comply with the Contract Documents, are undamaged and unused at installation.
 - 2. Comply with additional requirements specified herein in Article titled "PRODUCT OPTIONS".
- F. Standard Products:
 - 1. Where specific products are not specified, provide standard products of types and kinds that are suitable for the intended purposes and that are usually and customarily used on similar projects under similar conditions.
 - 2. Products shall be as selected by Contractor and subject to review and acceptance by the District and Architect.
- G. Product Completeness:
 - 1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 - 2. Comply with additional requirements specified herein in Article titled "SYSTEM COMPLETENESS".
- H. Code Compliance:
 - 1. All products, other than commodity products prescribed by Code, shall have a current ICC Evaluation Service Research Report (ICC ESRR) or CABO National Evaluation Report (NER).
 - 2. Refer to additional requirements specified in Section 01 41 00 - Regulatory Requirements.
- I. Interchangeability:
 - 1. To the fullest extent possible, provide products of the same kind from a single source. Products required to be supplied in quantity shall be the same product and interchangeable throughout the Work.
 - 2. When options are specified for the selection of any of two or more products, the product selected shall be compatible with products previously selected.
- J. Product Nameplates and Instructions:
 - 1. Except for required Code-compliance labels and operating and safety instructions, locate nameplates on inconspicuous, accessible surfaces. Do not attach manufacturer's identifying nameplates or trademarks on surfaces exposed to view in occupied spaces or to the exterior.

2. Provide a permanent nameplate on each item of service-connected or power-operated equipment. Nameplates shall contain identifying information and essential operating data such as the following example:
 - a. Name of manufacturer
 - b. Name of product
 - c. Model and serial number
 - d. Capacity
 - e. Operating and Power Characteristics
 - f. Labels of Tested Compliance with Codes and Standards
3. Refer to additional requirements which may be specified in Mechanical, Plumbing, Electrical and Communications Divisions 21 through 26, as included in this Project Manual.
4. For each item of service-connected or power-operated equipment, provide operating and safety instructions, permanently affixed and of durable construction, with legible machine lettering. Comply with all applicable requirements of authorities having jurisdiction and listing agencies.
- K. Sprinkler, Mechanical and Plumbing Product Requirements: Comply with requirements specified in Divisions 21, 22, and 23, as included in this Project Manual and in the Drawings.
- L. Electrical and Communications Product Requirements: Comply with requirements specified in Divisions 26, 27, and 28, as included in this Project Manual and in the Drawings.

2.02 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the District; notify District promptly upon discovery; protect, remove, handle, and store as directed by District.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the District, or otherwise indicated as to remain the property of the District, become the property of the Contractor; remove from site.

2.03 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 1. Made outside the United States, its territories, Canada, or Mexico.
 2. Containing lead, cadmium, asbestos.
- C. Where all other criteria are met, Contractor shall give preference to products that:
 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 4. Have longer documented life span under normal use.
 5. Result in less construction waste.

6. Have a published GreenScreen Chemical Hazard Analysis.
 7. Have a published Manufacturer's Inventory of Chemical Content.
- D. Provide interchangeable components of the same manufacture for components being replaced.
 - E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.
 - F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.04 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
 1. Reference Standards:
 - a. Where Specifications require compliance with a standard, provided product shall fully comply with the standard specified.
 - b. Refer to general requirements specified in Section 01 42 19 - Reference Standards and Abbreviations regarding compliance with referenced standards, standard specifications, codes, practices and requirements for products.
 2. Product Description:
 - a. Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that has the specified attributes and otherwise complies with specified requirements.
 3. Performance Requirements:
 - a. Where Specifications require compliance with performance requirements, provide product(s) that comply and are recommended by the manufacturer for the intended application.
 - b. Verification of manufacturer's recommendations may be by product literature or by certification of performance from manufacturer.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- D. Products Specified by Identification of Manufacturer and Product Name or Number:
 1. "Specified Manufacturer": Provide the specified product(s) of the specified manufacturer.
 - a. If only one manufacturer is specified, without "acceptable manufacturers" being identified, provide only the specified product(s) of the specified manufacturer.
 - b. If the phrase "or equal" is stated or reference is made to the "or equal provision," products of other manufacturers may be provided if such products are equivalent to the specified product(s) of the specified manufacturer.

- 1) Equivalence shall be demonstrated by submission of information in compliance with requirements specified herein under the Article titled "SUBSTITUTIONS."
2. "Acceptable Manufacturers":
 - a. Product(s) of the named manufacturers, if equivalent to the specified product(s) of the specified manufacturer, will be acceptable in accordance with the requirements specified herein in the Article titled "SUBSTITUTIONS".
 - 1) Exception: Considerations regarding changes in Contract Time and Contract Sum will be waived if no increase in Contract Time or Contract Sum results from use of such equivalent products.
3. Unnamed manufacturers: Product(s) of unnamed manufacturers will be acceptable when disclosed during the bidding period and only as follows:
 - a. Unless specifically stated that substitutions will not be accepted or considered, the phrase "or equal" shall be assumed to be included in the description of specified product(s).
 - b. Equivalent products of unnamed manufacturers will be accepted in accordance with the "or equal" provision specified herein, below.
 - c. If provided, products of unnamed manufacturers shall be subject to the requirements specified herein in the Article titled "SUBSTITUTIONS."
4. Quality basis:
 - a. Specified product(s) of the specified manufacturer shall serve as the basis by which products by named acceptable manufacturers and products of unnamed manufacturers will be evaluated.
 - b. Where characteristics of the specified product are described, where performance characteristics are identified or where reference is made to industry standards, such characteristics are specified to identify the most significant attributes of the specified product(s) which will be used to evaluate products of other manufacturers.
- E. Products Specified by Combination of Methods: Where products are specified by a combination of attributes, including manufacturer's name, product brand name, product catalog or identification number, industry reference standard, or description of product characteristics, provide products conforming to all specified attributes.
- F. "Or Equal" Provision: Where the phrase "or equal" or the phrase "or approved equal" is included, equivalent product(s) of unnamed manufacturer(s) may be provided as specified above in subparagraph titled "Unnamed manufacturers" and Article herein titled "SUBSTITUTIONS" with the following conditions:
 1. The requirements specified herein in the Article titled "SUBSTITUTIONS" shall apply to products provided under the "or equal" provision.
 - a. Exception: If the proposed product(s) are determined to be equivalent to the specified product(s) of the specified manufacturer, the requirement specified for substitutions to result in a net reduction in Contract Time or Contract Sum will be waived.
 2. Use of product(s) under the "or equal" provision shall not result in any delay in completion of the Work, including completion of portions of the Work for use by District or for work under separate contract by District.

3. Use of product(s) under the "or equal" provision shall not result in any costs to the District, including design fees and permit and plan check fees.
 4. Use of product(s) under the "or equal" provision shall not require substantial change in the intent of the design, in the opinion of the Architect.
 - a. The intent of the design shall include functional performance and aesthetic qualities.
 5. The determination of equivalence will be made by the Architect and District, and such determination shall be final.
- G. Visual Matching:
1. Where Specifications require matching a sample, the decision by the Architect on whether a proposed product matches shall be final.
 2. Where no product visually matches but the product complies with other requirements, comply with provisions for substitutions for selection of a matching product in another category.
- H. Visual Selection of Products:
1. Where requirements include the phrase "as selected from manufacturer's standard colors, patterns and textures", or a similar phrase, selections of products will be made by indicated party or, if not indicated, by the Architect. The will select color, pattern and texture from the product line of submitted manufacturer, if all other specified provisions are met.
 2. The Architect will select color, pattern and texture from the product line of submitted manufacturer, if all other specified provisions are met.

2.05 SYSTEM COMPLETENESS

- A. System Completeness:
1. The Contract Drawings and Specifications are not intended to be comprehensive directions on how to produce the Work. Rather, the Drawings and Specifications are instruments of service prepared to describe the design intent for the completed Work.
 2. It is intended that all equipment, systems and assemblies be complete and fully functional even though not fully described. Provide all products and operations necessary to achieve the design intent described in the Contract Documents.
 3. Refer to related general requirements specified in Section 01 41 00 - Regulatory Requirements regarding compliance with minimum requirements of applicable codes, ordinances and standards.
- B. Omissions and Misdescriptions: Contractor shall report to Architect immediately when elements essential to proper execution of the Work are discovered to be missing or misdescribed in the Drawings and Specifications or if the design intent is unclear.
1. Should an essential element be discovered as missing or misdescribed prior to receipt of Bids, an Addendum will be issued so that all costs may be accounted for in the Contract Sum.

2. Should an obvious omission or misdescription of a necessary element be discovered and reported after execution of the Agreement, Contractor shall provide the element as though fully and correctly described, and a no-cost Change Order shall be executed.
3. Refer to related General Conditions or general requirements specified in Section 01 30 00 - Administrative Requirements and 01 31 14 - Facility Services Coordination regarding construction interfacing and coordination.

2.06 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Substitutions Regulation: Requests for substitution will be considered only if received up to 7 days prior to the bid date . Subsequent requests will be considered only in the case of product unavailability, through no fault of the Contractor , or for reasons of cost reducing value analysis requested by the District .
- C. Substitutions: Requests by Contractor to deviate from specified requirements for products, materials, equipment, and methods, or to provide products other than those specified, shall be considered requests for substitutions except under the following conditions:
 1. Substitutions are requested during the bidding period, and accepted prior to execution of the Contract. Acceptance shall be in the form of written Addendum to the Bidding documents or revision to the Drawings or Specifications for use as Construction Contract Documents.
 2. Changes in products, materials, equipment, and methods of construction are directed by the District or Architect.
 3. Contractor options for provision of products and construction methods are specifically stated in the Contract Documents.
 4. Change in products, materials, equipment, and methods of construction is required for compliance with Codes, ordinances, regulations, orders and standards of authorities having jurisdiction.
- D. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- E. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- F. Substitution Provisions: Refer to substitution provisions of the Conditions of the Contract, in addition to the requirements specified herein. Provisions for consideration and acceptance of substitutions shall be as follows:

1. Documentation: Substitutions will not be considered if they are indicated or implied on shop drawing, product data or sample submittals. All requests for substitution shall be made by separate written request from Contractor.
 2. Cost and Time Considerations: Substitutions will not be considered unless a net reduction in Contract Sum or Contract Time results to the District's benefit, including redesign costs, life cycle costs, changes in related Work and overall performance of building systems.
 3. Design Revision: Substitutions will not be considered if acceptance will require substantial revision of the Contract Documents or will substantially change the intent of the design, in the opinion of the Architect. The intent of the design shall include functional performance and aesthetic qualities.
 4. Data: It shall be the responsibility of the Contractor to provide adequate data demonstrating the merits of the proposed substitution, including cost data and information regarding changes in related Work.
 5. Determination by Architect: Architect will determine the acceptability of proposed substitutions and will notify Contractor, in writing within a reasonable time, of acceptance or rejection. The determination by the Architect regarding functional performance and aesthetic quality shall be final.
 6. Non-Acceptance: If a proposed substitution is not accepted, Contractor shall immediately provide the specified product.
 7. Substitution Limitation: Only one request for substitution will be considered for each product.
- G. A request for substitution constitutes a representation that the submitter:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to District.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Will reimburse District and Architect for review or redesign services associated with re-approval by authorities.
- H. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- I. Substitution Submission Period:
1. Bidding period only.
 2. Product Availability Waiver:
 - a. Substitutions will be considered after 35 day time limit only when a product becomes unavailable due to no fault of Contractor.
 - b. Failure to place orders for specified products sufficiently in advance of required date for incorporation into the Work will not be considered as a valid reason for which

Contractor may request a substitution or deviation from requirements of the Drawings and Specifications.

3. Waiver: At the discretion of the District, limitations on substitutions may be waived.

J. Request for Substitution Process:

1. Contractor shall prepare a request for substitution and submit the request to the Architect for review and acceptance. Submit a minimum of 4 copies. Form and other administrative requirements shall be as included herein or as directed by the Architect.
2. Substitution requests shall include complete product data, including drawings and descriptions of products, fabrication details and installation procedures. Include samples where applicable or requested.
3. Substitution requests shall include appropriate product data for the specified product(s) of the specified manufacturer, suitable for use in comparison of characteristics of products.
 - a. Include a written, point-by-point comparison of characteristics of the proposed substitute product with those of the specified product.
 - b. Include a detailed description, in written or graphic form as appropriate, indicating all changes or modifications needed to other elements of the Work and to construction to be performed by the District and by others under separate Contract with District, that will be necessary if the proposed substitution is accepted.
4. Substitution requests shall include a statement indicating the substitution's effect on the Construction Schedule. Indicate the effect of the proposed substitution on overall Contract Time and, as applicable, on completion of portions of the Work for use by District or for work under separate contract by District.
5. Except as otherwise specified, substitution requests shall include detailed cost data, including a proposal for the net change, if any, in the Contract Sum.
6. Substitution requests shall include signed certification that the Contractor has reviewed the proposed substitution and has determined that the substitution is equivalent or superior in every respect to product requirements indicated or specified in the Contract Documents, and that the substitution is suited for and can perform the purpose or application of the specified product indicated or specified in the Contract Documents.
7. Substitution requests shall include a signed waiver by the Contractor for change in the Contract Time or Contract Sum because of the following:
 - a. Substitution failed to perform adequately.
 - b. Substitution required changes in on other elements of the Work.
 - c. Substitution caused problems in interfacing with other elements of the Work.
 - d. Substitution was determined to be unacceptable by authorities having jurisdiction.
8. If, in the opinion of the Architect, the substitution request is incomplete or has insufficient data to enable a full and thorough review of the intended substitution, the substitution may be summarily refused and determined to be unacceptable.

K. Substitution Submittal Procedure:

1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.

2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 3. The Architect will notify Contractor in writing of decision to accept or reject request.
- L. Contract Document Revisions:
1. Should a Contractor-proposed substitution or alternative sequence or method of construction require revision of the Contract Drawings or Specifications; including revisions for the purposes of determining feasibility, scope or cost, or revisions for the purpose of obtaining review and approval by authorities having jurisdiction; revisions will be made by Architect or other consultant of District who is the responsible design professional, as approved in advance by District.
 2. Services of Architect or other consultant of the District, including time spent in researching and reporting on proposed substitutions or alternative sequence and method of construction, shall be paid by Contractor when such activities are considered additional services to the design services contracts of the Architect or other responsible design professional with the District.
 3. Costs of services by Architect or other responsible design professional of the District shall be paid on a time and materials basis, based on current hourly fee schedules, with reproduction, long distance telephone and shipping costs reimbursable at cost plus usual and customary mark-up for handling and billing.
 4. Such fees shall be paid whether or not the proposed substitution or alternative sequence or method of construction is ultimately accepted by District and a Change Order is executed.
 5. Such fees shall be paid from Contractor's portion of savings, if a net reduction in Contract Sum results. If fees exceed Contractor's portion of net reduction, Contractor shall pay all remaining fees unless otherwise agreed in advance by the District.
 6. Such fees owed shall be deducted from the amount owed Contractor on the Application for Payment next made following completion of revised Contract Drawings and Specifications or completion of research and other services. District will then pay Architect or other consultant of the District.
 7. Certain substitutions require approval from DSA.

3.02 OWNER-SUPPLIED PRODUCTS

- A. See Section 01 10 00 for identification of District-supplied products.
- B. District's Responsibilities:
 1. Arrange for and deliver District reviewed shop drawings, product data, and samples, to Contractor.
 2. Arrange and pay for product delivery to site.
 3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- C. Contractor's Responsibilities:

1. Review District reviewed shop drawings, product data, and samples.
2. Receive and unload products at site; inspect for completeness or damage jointly with District.
3. Handle, store, install and finish products.
4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
 1. Schedule delivery to minimize long-term storage and prevent overcrowding construction spaces. Coordinate with installation to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport products by methods to avoid product damage.
- F. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- G. Deliver products in undamaged condition in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 1. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged and properly protected.
- H. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- I. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Inspection Provisions: Arrange storage to provide access for inspection and measurement of quantity or counting of units.
- C. Structural Considerations: Store heavy materials away from the structure in a manner that will not endanger supporting construction.
- D. Store and protect products in accordance with manufacturers' instructions.
 1. Store with seals and labels intact and legible.

- E. Store moisture- and sun-sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
 - 1. Periodically inspect to ensure products are undamaged, and are maintained under required conditions.
 - 2. Products damaged by improper storage or protection shall be removed and replaced with new products at no change in Contract Sum or Contract Time.
- F. Weather-Resistant Storage:
 - 1. Store moisture-sensitive products above ground, under cover in a weathertight enclosure or covered with an impervious sheet covering. Provide adequate ventilation to avoid condensation.
 - 2. Maintain storage within temperature and humidity ranges required by manufacturer's instructions.
 - 3. For exterior storage of fabricated products, place products on raised blocks, pallets or other supports, above ground and in a manner to not create ponding or misdirection of runoff. place on sloped supports above ground.
 - 4. Store loose granular materials on solid surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. For exterior storage of fabricated products, place on sloped supports above ground.
- H. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- I. Comply with manufacturer's warranty conditions, if any.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- L. Prevent contact with material that may cause corrosion, discoloration, or staining.
- M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- O. Protection of Completed Work:
 - 1. Provide barriers, substantial coverings and notices to protect installed Work from traffic and subsequent construction operations.
 - 2. Remove protective measures when no longer required and prior to Substantial Completion review of the Work.
 - 3. Comply with additional requirements specified in Section 01 50 00 - Temporary Construction Facilities and Controls.

3.05 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products, except where more stringent requirements are specified, are necessary due to Project conditions or are required by authorities having jurisdiction.
- B. Anchor each product securely in place, accurately located and aligned with other Work.
- C. Clean exposed surfaces and provide protection to ensure freedom from damage and deterioration at time of Substantial Completion review. Refer to additional requirements specified in General Conditions, Section 01 50 00 - Temporary Construction Facilities and Controls.

END OF SECTION

SECTION 01 60 00.01
REQUEST FOR SUBSTITUTION

SUBSTITUTION REQUEST NO. _____

Date: _____

PROJECT NAME: **CAJON HIGH SCHOOL THEATRE RENOVATION**

PROJECT NUMBER: 1-78-04

TO: RUHNAU RUHNAU CLARKE

. 3775 Tenth Street, Riverside, California 92501

From: _____

We hereby submit for your consideration the following product comparisons of the specified product and the proposed substitution. The undersigned fully understands that failure to answer any item below may be cause for rejection of request for substitution.

Request for substitution shall only be made during bidding (not later than 7 days prior to bid opening for inclusion by Addendum) except under conditions beyond control of Contractor.

Specified Product: _____

Project Manual Section Title _____ Number ____ Page ____ Paragraph ____.

Drawing No. _____ Detail No. _____

Proposed Substitution: _____

Manufacturer: _____ Tel: _____

A. Reason request for substitution is being submitted: _____

B. Does proposed substitution affect in any way the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project? No__ Yes__

Explain _____

C. Does proposed substitution affect dimensions, gages, weights, etc. on Drawing? No__ Yes__

Explain _____

D. Does proposed substitution require changes in Drawings or design and installation changes?

No__ Yes__ _____

(If yes, cost of these changes is the responsibility of the Contractor.)

- E. Does proposed substitution affect product cost, delivery time, or construction schedule?
No___Yes___ Explain _____
- F. Does proposed substitution comply with specified ICC Number, UL Rating, ASTM Numbers?
No___Yes___ Explain _____
- G. Does proposed substitution affect other trades and systems such as wiring, piping, ductwork, structure, etc.? No___Yes___ (Explain which and how)

If yes, has impact on their work been included in price of proposed substitution? No__ Yes__.

- H. Does proposed substitution product guarantee differ from that of the specified product?
No Yes Explain

If the substitution request is accepted, it will result in: No cost impact credit of \$.

Attach a listing of 3 projects (one in service for at least 3 years) using the proposed substitution.

Substantiating Data: Attach product data/brochures and Vendor qualifications for both specified and substitute product. Provide samples for both specified and substitute products, if applicable.

Certification: Undersigned has examined Construction Documents, is familiar with specified product, understands indicated application of product, and understands design intent of the Architect caused by the requested substitution.

Submitted by: _____
(Type Name) Signature Date

Signature must be made by person having legal authority to bind his firm to the above terms.

Architect's Comments:

_____ Accepted, _____ accepted as noted, _____ not accepted, _____ received too late.

Reviewed by:

Architect

Date _____

Construction Manager

Date _____

District

Date _____

END OF SECTION

SECTION 01 61 16
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.
- C. Requirement for installer certification that they did not use any non-compliant products.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- B. Section 01 40 00 - Quality Requirements: Procedures for testing and certifications.
- C. Section 01 57 21 - Indoor Air Quality Controls: Procedures and testing.
- D. Section 01 60 00 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.
- E. Section 01 61 16.01 - Accessory Material VOC Content Certification Form.
- F. Section 07 92 00 - Joint Sealants: Emissions-compliant sealants.

1.03 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings.
 - 2. Interior adhesives and sealants, including flooring adhesives.
 - 3. Flooring.
 - 4. Composite wood.
 - 5. Products making up wall and ceiling assemblies.
 - 6. Thermal and acoustical insulation.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings.
 - 2. Interior adhesives and sealants, including flooring adhesives.
 - 3. Other products when specifically stated in the specifications.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
1. Concrete.
 2. Clay brick.
 3. Metals that are plated, anodized, or powder-coated.
 4. Glass.
 5. Ceramics.
 6. Solid wood flooring that is unfinished and untreated.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; current edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2013).
- C. BIFMA e3 - Furniture Sustainability Standard; Business and Institutional Furniture Manufacturers Association; 2012. (ANSI/BIFMA e3)
- D. BIFMA M7.1 - Standard Test Method for Determining VOC Emissions; Business and Institutional Furniture Manufacturers Association; 2011. (ANSI/BIFMA M7.1)
- E. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; California Department of Public Health; v1.1, 2010.
- F. CARB (ATCM) - Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products; California Air Resources Board; current edition.
- G. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2007.
- H. CHPS (HPPD) - High Performance Products Database; Collaborative for High Performance Schools (CHPS); current edition at www.chps.net/.
- I. CRI (GLP) - Green Label Plus Testing Program - Certified Products; Carpet and Rug Institute; Current Edition.
- J. UL (GGG) - GREENGUARD Gold Certified Products; UL Environment; current listings at <http://productguide.ulenvironment.com/QuickSearch.aspx>.
- K. GreenSeal GS-36 - Commercial Adhesives; Green Seal, Inc.; 2011.
- L. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113; current edition; www.aqmd.gov.
- M. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.
- N. SCS (CPD) - SCS Certified Products; Scientific Certification Systems; current listings at www.scs-certified.com.
- O. UL (GGG) - GREENGUARD Gold Certified Products; UL Environment; current listings at <http://productguide.ulenvironment.com/QuickSearch.aspx>.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.
- C. Installer Certifications Regarding Prohibited Content: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of his products, or 2) that such products used comply with these requirements.
 - 1. Use the form following this section for installer certifications.
- D. Verification of compliance with VOC limits as specified in the CalGreen Code Section 5.504 shall be provided at the request of the Building Inspector.
 - 1. Product certification and specifications.
 - 2. Chain of custody certifications.
 - 3. Product, labeled and invoiced as meeting the Composite Wood Products regulation.
 - 4. Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269 or European 636 3S standards
 - 5. Other methods approved by the building official.

1.06 QUALITY ASSURANCE

- A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
 - 1. Wet-Applied Products: State amount applied in mass per surface area.
 - 2. Paints and Coatings: Test tinted products, not just tinting bases.
 - 3. Evidence of Compliance: Acceptable types of evidence are the following;
 - a. Current UL (GGG) certification.
 - b. Current SCS (CPD) Floorscore certification.
 - c. Current SCS (CPD) Indoor Advantage Gold certification.
 - d. Current listing in CHPS (HPPD) as a low-emitting product.
 - e. Current CRI (GLP) certification.
 - f. Test report showing compliance and stating exposure scenario used.
 - 4. Product data submittal showing VOC content is NOT acceptable evidence.
 - 5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.
- B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
 - b. Published product data showing compliance with requirements.

- c. Certification by manufacturer that product complies with requirements.
- C. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Current SCS "No Added Formaldehyde (NAF)" certification; www.scs-certified.com.
 - b. Report of laboratory testing performed in accordance with requirements.
 - c. Published product data showing compliance with requirements.
 - d. Certification by manufacturer that product complies with requirements.
- D. Furnishings Emissions Standard and Test Method: BIFMA e3 Sections 7.6.1 and 7.6.2, tested in accordance with BIFMA M7.1.
 - 1. Evidence of Compliance:
 - a. Test report showing compliance and stating exposure scenario used.
- E. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

1.07 REGULATORY REQUIREMENTS

- A. All VOC restricted products shall be compliant with local jurisdiction and South Coast Air Quality Management District, Rules and Regulations in effect at the time of installation. Products specified in this project shall be used as a basis of design. Updated products that are compliant with the rules in force at the time of installation shall be submitted as substitutions when they become available.
 - 1. If a product is found to be non-compliant with the VOC rules at the scheduled time of installation, notify the Architect a minimum of 90 days prior to installation. Contractor shall submit a suggested compliant product that is equal to the performance and cost of the specified product using the substitution procedure described in section 01 60 00 - Product Requirements.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
 - 1. Composite Wood, Wood Fiber, and Wood Chip Products: Comply with Composite Wood Emissions Standard or contain no added formaldehyde resins.
 - a. Comply with CalGreen Building Standards Section 5.504.4.5, Table 504.4.4.5 "Formaldehyde Limits".
 - 2. Furnishings: Comply with Furnishings Emissions Standard and Test Method.
 - 3. Inherently Non-Emitting Materials.
- C. VOC-Content-Restricted Products: VOC content not greater than required by the following:

1. Comply with CalGreen Building Standards Section 5.504, Table 504.4.1 "Adhesive VOC Limit" and Table 504.4.2 "Sealant VOC Limit".
 2. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
 3. Aerosol Adhesives: GreenSeal GS-36.
 4. Joint Sealants: SCAQMD 1168 Rule.
 5. Paints and Coatings: Each color; most stringent of the following:
 - a. 40 CFR 59, Subpart D.
 - b. SCAQMD 1113 Rule.
 - c. CARB (SCM).
 - d. CalGreen Building Standards Section 5.504, Table 504.4.3 "VOC Content Limits for Architectural Coatings".
 6. Clear Wood Finishes, Floor Coatings, Stains, Primers and Shellacs: Do not exceed the VOC content limits established in SCAQMD Rule No. 1113.
 7. Wet-Applied Roofing and Waterproofing: Comply with requirements for paints and coatings.
 8. Carpet, Carpet Tile, and Adhesive: Provide products having VOC content not greater than that required for CRI Green Label Plus certification.
 - a. Comply with CalGreen Building Standards Section 5.504, Table 504.4.1 "Adhesive VOC Limit".
 9. Carpet Cushion: Provide products having VOC content not greater than that required for CRI Green Label certification.
 - a. Comply with CalGreen Building Standards Section 5.504, Table 504.4.1 "Adhesive VOC Limit".
- D. Other Product Categories: Comply with limitations specified elsewhere.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. District reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to District.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 61 16.01
ACCESSORY MATERIAL VOC CONTENT CERTIFICATION FORM

.01 FORM

A. Identification:

1. Project Name: Cajon High School Theatre Renovation
2. Project No.: 1-78-04
3. Architect: Ruhnau Ruhnau Clarke

B. Use of This Form:

1. Because installers are allowed and directed to choose accessory materials suitable for the applicable installation, there is a possibility that such accessory materials might contain VOC content in excess of that permitted, especially where such materials have not been explicitly specified.
 - a. Each installer of work on this project is required to certify that his/their use of these particular materials complies with the contract documents and to provide documentation showing that the products used do not contain the prohibited content.
2. Contractor is required to obtain and submit this form from each installer of work on this project.
3. For each product category listed, check the correct paragraph.
4. If any of these accessory materials has been used, attach to this form product data and MSDS sheet for each such product.

C. VOC content restrictions are specified in Section 01 61 16.

1. Volatile organic compounds (VOCs) are defined by the U.S. EPA, California Air Resources Board (CARB), South Coast Air Quality Management District (SCAQMD), along with other state and local regulations applicable to this project.

1.01 PRODUCT CERTIFICATION

A. I certify that the installation work of my firm on this project:

1. [HAS] [HAS NOT] required the use of any ADHESIVES.
2. [HAS] [HAS NOT] required the use of any JOINT SEALANTS.
3. [HAS] [HAS NOT] required the use of any PAINTS OR COATINGS.
4. [HAS] [HAS NOT] required the use of any COMPOSITE WOOD or AGRIFIBER PRODUCTS.

B. Product data and MSDS sheets are attached.

C. ____ Adhesives: I certify that the installation work of my firm on this project has not required the use of any adhesives.

OR (certify either the above or the below, not both)

D. ____ Adhesives: I certify that my firm has NOT installed any adhesive with VOC content exceeding that specified in Sections 01 60 00 and 01 61 16 on this project; product data and MSDS sheets for all adhesives used, whether specified or not, are attached.

E. ____ Joint Sealants: I certify that the installation work of my firm on this project has not required the use of any gunnable or pourable joint sealants.

OR (certify either the above or the below, not both)

F. ____ Joint Sealants: I certify that my firm has NOT installed any joint sealant with VOC content exceeding that specified in Section 07 92 00 - Joint Sealants on this project; product data and MSDS sheets for all joint sealants used, whether specified or not, are attached.

G. ____ Coatings: I certify that the installation work of my firm on this project has not required the use of any coatings.

OR (certify either the above or the below, not both)

H. ____ Coatings: I certify that my firm has NOT installed any adhesive with VOC content exceeding that specified in Sections 01 60 00 and 01 61 16 on this project; product data and MSDS sheets for all coatings used, whether specified or not, are attached.

I. ____ Composite Wood and Agrifiber Products: I certify that the work of my firm on this project has not required the use of any composite wood or agrifiber products, as defined above.

OR (certify either the above or the below, not both)

J. ____ Composite Wood and Agrifiber Products: I certify that the composite wood and agrifiber products, as defined above, furnished or installed by my firm DO NOT contain any ADDED urea-formaldehyde binder; product data and MSDS sheets for products used, whether specified or not, are attached.

2.01 CERTIFIED BY: (INSTALLER/MANUFACTURER/SUPPLIER FIRM)

A. Firm Name: _____

B. Print Name: _____

C. Signature: _____

D. Title: _____ (officer of company)

E. Date: _____

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of District personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- J. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary of Work: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 45 33 - Code Required Special Inspections & Procedures: Construction oversight procedures by DSA regarding the execution, approval, and closeout of this building project.
- E. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.
- F. Section 01 50 00 - Temporary Facilities and Controls: Temporary interior partitions.
- G. Section 01 50 00 - Temporary Facilities and Controls: Progress cleaning requirements..
- H. Section 01 51 00 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
- I. Section 01 57 13 - Temporary Erosion and Sediment Control: Additional erosion and sedimentation control requirements.
- J. Section 01 74 19 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- K. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.
- L. Section 01 79 00 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

- M. Section 01 91 13 - General Commissioning Requirements: Contractor's responsibilities in regard to commissioning.
- N. Section 02 41 00 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.
- O. Section 07 84 00 - Firestopping.
- P. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.
 - 2. Limitations on cutting structural members.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- D. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of District or separate Contractor.
 - 6. Existing construction not otherwise indicated to be revised by Work under the Contract.
 - 7. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work. Include shop drawings as necessary to identify locations and communicate descriptions.
 - c. Necessity for cutting or alteration.

- d. Description of proposed work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of District or separate Contractor.
 - g. Effect on existing construction of District and, if applicable, work for Project being provided by District under separate contract.
 - h. Written permission of affected separate Contractor.
 - i. Date and time work will be executed.
8. Include written evidence that those performing work under separate contract for District have been notified and acknowledge that cutting and patching work will be occurring. Include written permission for intended cutting and patching, included scheduled times.
- E. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
 - 1. Minimum of 5 years of documented experience.
- B. For survey work, employ a land surveyor registered in California and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in California.

1.06 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by District.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
 2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
 3. Indoors: Limit conduct of especially noisy interior work to 8 am to 5 pm.
- G. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
 1. Pest Control Service: Monthly treatments.
- H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION

- A. See Section 01 10 00 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After District occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of District's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.
- D. Temporary Supports: Provide supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- E. Weather Protection: Provide protection from elements for areas which may be exposed by uncovering Work. Maintain excavations free of water.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.

- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, District, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- G. Utilize recognized engineering survey practices.
- H. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- J. Periodically verify layouts by same means.
- K. Maintain a complete and accurate log of control and survey work as it progresses.
- L. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Dimensions for Accessibility:
 - 1. Conventions: See CBC Figure 11B-104. Dimensions that are not stated as "maximum" or "minimum" are absolute.
 - 2. Tolerances shall be per CBC 11B-104.1.1 "Construction and manufacturing tolerances. All dimensions are subject to conventional industry tolerances except where the requirement is stated as a range with specific minimum and maximum end points."
- B. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- C. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- D. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

- E. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- F. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- G. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 .
 - 2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.

2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01 10 00 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.

- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
 - 1. Cut rigid materials using diamond grit abrasive saw or similar cutter for smooth edges. Do not overcut corners.
 - a. Core drill holes through concrete and masonry.
 - b. Pneumatic tools will not be allowed without prior approval.
- E. Execute cutting, fitting, and patching, excavation and fill, to complete the Work.
 - 1. Coordinate installation or application of products for integrated Work.
 - 2. Uncover completed Work as necessary to install or apply products out of sequence.
 - 3. Remove and replace defective or non-conforming Work.
 - 4. Provide openings in the Work for penetration of mechanical and electrical Work.
- F. After uncovering existing Work, inspect conditions affecting proper accomplishment of Work.
- G. Temporary Supports: Provide supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- H. Beginning of cutting or patching shall be interpreted to mean that existing conditions were found by Contractor to be acceptable.
- I. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- J. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- K. Restore work with new products in accordance with requirements of Contract Documents.

- L. Fit work neat and tight allowing for expansion and contraction.
- M. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- N. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material , to full thickness of the penetrated element.
- O. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
- P. Finishing: Refinish surfaces to match adjacent and similar finishes as used for the Project.
 - 1. For continuous surfaces, refinish to nearest intersection or natural break.
 - 2. For an assembly, refinish entire unit.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 COMMISSIONING

- A. Substantial Completion
 - 1. Prior to notifying the Architect that the project is complete according to the construction and contract documents, the Contractor shall submit to the Architect:
 - a. Approved pre-functional checklists and functional performance testing reports from the commissioning documentation.
- B. Final Acceptance
 - 1. Prior to requesting inspection for verification of completion of all outstanding items, the Contractor shall submit to the Architect:
 - a. The commissioning requirements of Section 01 91 13 must be complete prior to final acceptance, unless approved in writing by the District. Exceptions to this are any required seasonal or approved deferred testing.

3.12 DEMONSTRATION AND INSTRUCTION

- A. See Section 01 79 00 - Demonstration and Training.

3.13 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See See Division 23 - Heating, Ventilation and Air-Conditioning (HVAC).

3.14 FINAL CLEANING

- A. Cleaning Procedures: All cleaning processes, agents and materials shall be subject to Architect, District and/or Construction Manager review and approval. Processes and degree of cleanliness shall be as directed by Architect, District and/or Construction Manager.

- B. Cleaning and Disposal Requirements, General: Conduct cleaning and disposal operations in compliance with all applicable codes, ordinances and regulations, including environmental protection laws, rules and practices.
- C. Execute final cleaning after Substantial Completion but before making final application for payment.
 - 1. Clean areas to be occupied by District prior to final completion before District occupancy.
 - 2. Substantial Completion Review Cleaning, General: Execute a thorough cleaning prior to Substantial Completion review by Architect and District. Employ experienced workers or professional cleaners for cleaning operations for Substantial Completion review.
- D. Use cleaning materials that are nonhazardous.
 - 1. Cleaning Agents and Materials: Use only those cleaning agents and materials which will not create hazards to health or property and which will not damage or degrade surfaces.
 - a. Use only those cleaning agents, materials and methods recommended by manufacturer of the material to be cleaned.
 - b. Use cleaning materials only on surfaces recommended by cleaning agent manufacturer.
 - c. Before use, review cleaning agents and materials with Construction Manager for suitability and compatibility. Use no cleaning agents and materials without approval as noted above.
- E. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- F. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- G. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- H. Replace filters of operating equipment.
- I. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- J. Clean site; sweep paved areas, rake clean landscaped surfaces.
- K. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.15 CLOSEOUT PROCEDURES

- A. Clean-Up Retainage:
 - 1. Five (5) percent of each Contractor's bid will automatically be held in abeyance in their contract schedule of values for clean-up.
 - 2. If in the Construction Manager's opinion the Contractor is maintaining a clean project, a pro-rata share of this clean-up budget will be paid monthly to the Contractor in accordance with their approximate aggregate percentage of completion of the project.

3. If a Contractor fails to heed written directives to clean-up during the course of the project, the work will be done at the Contractor's expense and a deductive change order will be written against their contract with the District.
 4. The establishment of this 5 percent budget in no way limits the cost for the Contractor to maintain a clean project.
- B. Make submittals that are required by governing or other authorities. See Section 01 45 33 - Code Required Special Inspections & Procedures.
1. Provide copies to Architect and District.
- C. Accompany Architect and Owner on preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.
1. As authorized by the District; Architect and Architect's and District's consultants, as appropriate, will attend a meeting at the Project site to review Contract closeout procedures and to review the list of items to be completed and corrected (punch list) to make the Work ready for acceptance by the District.
 2. This meeting shall be scheduled not earlier than 14 days prior to the date anticipated for the Substantial Completion review.
- D. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- E. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
1. Final Application for Payment: In the Application for Payment that coincides with the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed substantially complete.
 2. Warranties, Bonds and Certificates: Submit specific warranties, guarantees, workmanship bonds, maintenance agreements, final certifications and similar documents.
 3. Locks and Keys: Change temporary lock cylinders over to permanent keying and transmit keys to the District, unless otherwise directed or specified.
 4. Tests and Instructions: Complete start-up testing of systems, and instruction of the District's personnel. Remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
- F. Correction (Punch) List: Contractor shall prepare and distribute at the preliminary Contract closeout review meeting, a typewritten, comprehensive list of items to be completed and corrected (punch list) to make the Work ready for acceptance by the District.
1. The punch list shall include all items to be completed or corrected prior to the Contractor's application for final payment.
 2. The punch list shall identify items by location (room number or name) and consecutive number. For example, 307-5 would identify item 5 in Room 307, Roof-4 would identify item 4 on Roof.

3. Contractor shall prepare separate lists according to categories used for Drawings. For example, provide lists for Architectural, Structural, Mechanical, Plumbing, Electrical, Civil, Landscape, Process Piping and Laboratory Furnishings. Provide a list also for the Fire Protection (sprinkler) system.
 4. Architect, Architect's consultants and District's consultants, if in attendance, will conduct a brief walk-through of Project with the Contractor to review scope and adequacy of the punch list.
 5. Verbal comments will be made to the Contractor by the Construction Manager, the Architect and the Architect's and District's consultants, if in attendance, during the walk-through. These comments will indicate generally the additions and corrections to be made to the punch list. Such comments shall not be considered to be comprehensive; Contractor shall use the comments as guidance in preparing the punch list for the Substantial Completion review.
- G. Clearing and Cleaning: Prior to the Substantial Completion review, Contractor shall conduct a thorough cleaning and clearing of the Project area, including removal of construction facilities and temporary controls.
- H. Inspection and Testing: Prior to the Substantial Completion review, complete inspection and testing required for the Work, including securing of approvals by authorities having jurisdiction.
1. Complete all inspections, tests, balancing, sterilization and cleaning of plumbing and HVAC systems.
 2. Complete inspections and tests of electrical power and signal systems.
 3. Complete inspections and tests of conveying (elevator or wheelchair lift) systems.
- I. Substantial Completion Meeting: On a date mutually agreed by the District, Architect, and Contractor, a meeting shall be conducted at the Project site to determine whether the Work is satisfactory and complete for filing a Notice of Completion (Substantial Completion).
1. Contractor shall provide three working days notice to Architect for requested date of Substantial Completion meeting.
 2. The Construction Manager, the Architect and the Architect's and District's consultants, as authorized by the District, will attend the Substantial Completion meeting.
 3. In addition to conducting a walk-through of the facility and reviewing the punch list, the purpose of the meeting shall include submission of warranties, guarantees and bonds to the District, submission of operation and maintenance data (manuals), provision of specified extra materials to the District, and submission of other Contract closeout documents and materials as required and if not already submitted.
 4. The Construction Manager, the Architect and Architect's consultants, as appropriate, will conduct a walk-through of the facility with the Contractor and review the punch list.
 5. Contractor shall correct the punch list and record additional items as may identified during the walk-through, including notations of corrective actions to be taken.
 6. Contractor shall retype the punch list and distribute it within three working days to those attending the meeting.

7. If additional site visits by the Construction Manager, the Architect and the Architect's and District's consultants are required to review completion and correction of the Work, the costs of additional visits shall be reimbursed to the District by the Contractor by deducting such costs from the Final Payment.
- J. Architect's Certification of Substantial Completion:
 1. When Architect determines that list of items to be completed and corrected (Punch List) is sufficiently complete for District to occupy Project for the use to which it is intended.
 2. Architect will complete and issue to the District and Contractor a Certificate of Substantial Completion using:
 - a. The American Institute of Architects Form G704 - Certificate of Substantial Completion
 - b. or other form if directed by the District.
- K. District will occupy all of the building as specified in Section 01 10 00.
- L. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- M. Correct items of work listed in Final Correction Punch List and comply with requirements for access to District-occupied areas.
 1. Uncorrected Work: Refer to requirements specified in Section 01 40 00 - Quality Control regarding Contract adjustments for non-conforming Work.
- N. Accompany Architect, Owner, and Construction Manager on preliminary final inspection.
- O. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- P. Complete items of work determined by Architect's final inspection.

3.16 FINAL PAYMENT

- A. After completion of all items listed for completion and correction, after submission of all documents and products and after final cleaning, submit final Application for Payment, identifying total adjusted Contract Sum, previous payments and sum remaining due.
- B. Payment will not be made until the following are accomplished:
 1. All Project Record Documents have been transferred and accepted by District.
 2. All extra materials and maintenance stock have been transferred and received by District.
 3. All warranty documents and operation and maintenance data have been received and accepted by District.
 4. All liens have been released or bonded by Contractor.
 5. Contractor's surety has consented to Final Payment.
 6. All documentation required by DSA has been completed.

3.17 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.

- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the District.

END OF SECTION

SECTION 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Construction surveying requirements for the Work

1.02 RELATED SECTIONS

- A. Summary of the Work
- B. Project Coordination and Meetings
- C. Submittals
- D. Contract Closeout

1.03 GENERAL

{Surveyor}

1.04 SUBMITTALS

- A. CONTRACTOR shall submit the name and address of the State of California licensed surveyor to ARCHITECT and DISTRICT, including any changes as they may occur.
- B. At request of ARCHITECT and/or DISTRICT, CONTRACTOR shall submit copies of cut sheets, coordinate plots, data collector printouts, and other documentation as available to verify completeness and/or accuracy of field surveying Work

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION

3.01 LAYOUT OF THE WORK

{SurvLayout}

3.02 SURVEY REQUIREMENTS

- A. Establish a minimum of two permanent horizontal and vertical control points on the Project site, remote from the building area, referenced to data established by the survey control points.
- B. Indicate the reference points on the project record drawings with the basis of elevation being the established benchmarks.
- C. Establish lines, grades, locations and dimensions by instrumentation. Periodically, verify the layout of all Work by the same methods.

- D. Provide grade stakes and elevations for over-excavation and re-compaction, rough and final grades, paved areas, curbs, gutters, sidewalks, building pads, landscaped areas, and other areas as required.
- E. Calculate and layout proposed finished elevations and intermediate control as required to provide smooth transitions between the spot elevations indicated in the Contract Documents.
- F. Provide stakes and elevations for grading, fill, and topsoil placement.
- G. Provide adequate horizontal and vertical control to locate utility lines, including but not limited to, storm drains, sewers, water mains, gas, electric and signal, and provide vertical control in proportion to the slope of the line as required for accurate construction.
 - 1. Prior to trench closure, survey and record locations and invert and flow line elevations at manholes, POCs, and 50-foot intervals.
 - 2. Survey and record top of curb and flow line elevations on finished concrete or AC surfaces at key locations such as BC's, EC's, grade breaks, corners or angle points in sufficient number to demonstrate the Work complies with the intent of the Contract Documents.
- H. Provide horizontal and vertical control for batter boards for drainage, utility, and other on-site structures as required.
- I. Furnish building corner offsets as required to adequately locate building pads. Provide cut and fill stakes within the building pad perimeter adequate to control both over excavation and re-compaction and the final sub-grade elevation of the building pad.
- J. Submit a certification signed by the surveyor confirming that the elevations and locations of improvements are in conformance with the Contract Documents. The statement shall include survey notes for the finish floor and building pad, showing the actual measured elevations on the completed sub-grade, recorded to the nearest 0.01'. Building pad tolerance will be +/- 0.10'.

3.04 RECORD DRAWINGS

- A. The surveyor shall record all horizontal and vertical control information on "as-built" Record Drawings, as coordinates and elevations. Record drawings shall indicate locations of all utilities information, as described above.
- B. Upon Substantial Completion, CONTRACTOR shall deliver to the ARCHITECT reproducible transparencies of the final Record Drawings.
- C. Completed record drawing transparencies shall be signed by the licensed surveyor, certifying that the information shown is correct and is in conformance with the Contract Documents within specified tolerances.
- D. Where other sections of the Contract Documents require verification or measurements of installed Work by survey, the surveyor shall perform and certify

that all such surveys or verifications are completed in accordance with the Contract Documents.

END OF SECTION

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

Requirements and limitations for cutting and patching of work.

1.02 SCOPE

- A. Where the work requires that a particular existing building element, such as a partition, wall, paving, window or similar element of existing building construction, be removed, it is the intention of this specification that such work be a part of the demolition section and not a part of cutting and patching. Refer to individual category scope of work sheets to determine the limits of demolition work for each CONTRACTOR.
- B. New work required to replace such removals is considered as a part of the separate sections of the specifications covering similar new construction.
- C. Where incidental cutting and patching is required for the installation of a specific item or piece of equipment (including piping, ductwork, conduit, etc.), all such cutting and patching is considered to be specified as a part of the section requiring the cutting and patching, but shall also comply with the requirements of this Section.
- D. CONTRACTOR shall verify and check all areas to be cut and patched and shall coordinate the work of the various trades involved.
- G. Unless specifically designated otherwise, existing work cut, altered or revised to accommodate new work shall be patched to duplicate undisturbed adjacent finishes, colors, textures and profiles. New work in existing portions shall also be finished to match adjacent existing work unless noted otherwise.

1.03 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather-exposed or moisture-resistant element.
 - 3. Efficiency, maintenance or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of DISTRICT or separate CONTRACTOR.
- B. Include in request:
 - 1. Identification of Project.
 - 2. Location and description of affected work.
 - 3. Necessity for cutting or alteration.

4. Alternatives to cutting and patching.
 5. Description of proposed work and products to be used.
 6. Effect on work of District or separate CONTRACTOR.
 7. Written permission of affected separate CONTRACTOR.
 8. Date and time work will be executed.
- C. Obtain approval of ARCHITECT before proceeding with any cutting and patching:

PART 2 PRODUCTS

2.01 MATERIALS

- A. Primary Products: Those required for original installation, unless specifically approved otherwise

PART 3 EXECUTION

3.01 EXAMINATION

- A. Inspect existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. Confirm status and current warranties and guarantees.
- B. After uncovering existing work, inspect conditions affecting performance of work.
1. Prior to cutting, boring or drilling through new or existing structural members or elements including reinforcing bars, CONTRACTOR shall prepare detailed drawings for review by the ARCHITECT and approval by the Division of the State Architect (DSA). Agency approvals shall be obtained by the ARCHITECT, not CONTRACTOR.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Provide temporary support to ensure structural integrity of the work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work.
- C. Maintain excavations free of water.
- D. Where the Work requires sandblasting of existing surfaces in order to receive new materials secured by cementitious, adhesive or chemical bond, completely remove existing finishes, stains, oil, grease, bitumen, mastic and adhesives or other substances deleterious to the new bonding and/or fastening of new Work. Utilize wet sand blasting for interior surfaces and for exterior surfaces where necessary to prevent objectionable production of dust.

3.03 PERFORMANCE

- A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay. Carefully remove existing Work to be salvaged and/or reinstalled. Protect and store for reuse in the Work. Verify compatibility and suitability of existing substrates before starting the Work.
- B. The word “cutting” as used in the Contract Documents includes, but is not limited to, cutting, drilling, chopping, and other similar operations and the word “patching” includes, but is not limited to, patching, rebuilding, reinforcing, repairing, refurbishing, restoring, replacing, or other similar operations.
- C. **Cutting:** Cut existing construction using methods least likely to damage elements retained or adjoining Work. Where possible, review proposed procedures with the original installer; comply with the original installer’s recommendations.
 - 1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine, such as a carborundum saw or a diamond-core drill. Saw cut reinforcing bars and paint ends with bituminous paint except where bonded into new concrete or masonry.
 - 4. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating, backfill, and/or recompaction.
 - 5. Woodwork: Cut and or remove to a panel or joint line.
 - 6. Sheet Metal: Remove back to joint, lap, or connection. Secure loose or unfastened ends or edges and seal watertight.
 - 7. Glass: Remove cracked, broken, or damaged glass and clean rebates and stops of setting materials.
 - 8. Plaster: Cut back to sound plaster on straight lines, and back bevel edges of remaining plaster. Trim existing lath and prepare for new lath.
 - 9. Gypsum Wallboard: Cut back on straight lines to undamaged surfaces with at least two opposite cut edges centered on supports.
 - 10. Acoustical ceilings: Remove hanger wires and related appurtenances where ceilings are not scheduled to be installed.
 - 11. Tile: Cut back to sound tile and backing on joint lines.

12. Flooring: Completely remove flooring and clean backing of prior adhesive. Carefully remove wood flooring for patching and repairing of existing wood flooring scheduled to remain.
- C. **Patching:** Patch with durable seams that are as invisible as possible. Comply with required tolerances.
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation. Verify conditions of existing substrates prior to executing Work.
 2. Restore exposed finishes of patched areas and extend finish restoration into retaining adjoining construction in a manner that will eliminate all evidence of patching and refinishing.
 3. Concrete: Maintain cut edges in a moist condition for twenty four (24) hours prior to the placement of new concrete. In lieu of this an epoxy adhesive may be provided. Finish placed concrete to match existing unless noted otherwise. Concrete shall have a compressive strength of 3,000 psi where installed to repair and/or match existing improvements, unless noted otherwise.
 4. Metal Fabrications: Items to remain exposed shall have their edges cut and ground smooth and rounded.
 5. Sheet Metal: Replace removed or damaged sheet metal items as required for new Work.
 6. Glass: Install matching glass and re-seal exterior window assemblies.
 7. Lath and Plaster: Install new lath materials to match existing and fasten to supports at 6" centers. Provide a 6" lap where new lath to adjoins existing lath. Fasten new lath as required for new Work. Restore paper backings as required. Apply a bonding agent on cut edges of existing plaster. Apply three coat plaster of the type, thickness, finish, texture, and color to match existing.
 8. Gypsum Wallboard: Fasten cut edges of wallboard. Install patches with at least two opposite edges centered on supports and secure at 6" centers. Tape and finish joints and fastener heads. Patching shall be non-apparent when painted or finished.
 9. Acoustical Ceilings: Comply with the requirements for new Work specified in related sections of the Contract Documents.
 10. Resilient Flooring: Completely remove flooring and prepare substrate for new material.
 11. Paint: Prepare areas to be painted as specified for painting specific surfaces in the painting and coatings Sections of the Specifications.

- D. Fit work air tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- E. At penetrations of fire-rated walls, partitions, ceiling or floor construction, completely seal voids with fire-rated devices or material in accordance with Section 07270, to full thickness of the penetrated element.
- F. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

3.05 SLEEVES AND HANGERS

- A. Provide conduit, outlets, piping sleeves, boxes, inserts or other materials or equipment necessary to be built into work.
- B. In the event delays occur in delivery of sleeves or other materials, arrange to have boxes or other forms set at locations where piping or other material is to pass through or into slabs or other work.
- C. Upon subsequent installation of sleeves or other material, install fill materials to completely seal voids with fire-rated devices or moisture-resistant material, to full thickness of the penetrated element. Necessary expenditures incurred for boxing out or filling shall be without extra cost to the DISTRICT.

END OF SECTION

SECTION 01 73 56
ALTERATION AND MODERNIZATION EXECUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Alteration and Modernization work consisting of necessary demolition, dismantling, cutting, removal and repair of designated existing work and installation of new work as indicated herein and specified in applicable technical sections of the Project Manual.

1.2 ALTERATIONS

- A. Regulatory Requirements: Demolition work shall conform to California Fire Code, Chapter 33, "Fire Safety During Construction and Demolition"; California Building Code Chapter 33 - "Safeguards During Construction" and Chapter 34 - "Existing Structures".
- B. Verification of Existing Conditions:
 - 1. Drawings show the existing conditions, as they are believed to exist. Examine the existing conditions prior to alterations to existing buildings as indicated.
 - 2. Verify, at the site, conditions affecting the work. Obtain accurate field dimensions of related areas, spaces, openings, levels, and items of adjacent work. Before commencing work, report to Architect in writing, discrepancies between drawings and specifications and actual field conditions. Commencement of work shall constitute acceptance of all adjacent conditions affecting work of the section involved.
 - 3. Information provided represents to the best of the District's knowledge, conditions and materials to be found in this project. The District assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the Drawings or interpretation thereof, and there is no warranty or guarantee, either expressed or implied, that conditions and locations indicated are representative of those existing throughout the existing structures or that unforeseen developments may not occur.
- C. Continued Occupancy: Comply with Section 01 10 00 - Summary, Article 1.07.
 - 1. District will continuously occupy buildings adjacent to areas of demolition operations. Conduct demolition operations in a manner that will minimize need for disruption of District's normal operations.
 - 2. Provide minimum 3 working days advance notice to District of demolition activities which might severely impact District's operations.
- D. Protection of Property, Public, Occupants (when applicable) and Workmen: Comply with 02 41 00 - Demolition, Article 3.02.
 - 1. Portions of existing structures where existing work is to be demolished or removed, and where new work is to be done, connections made, materials handled or equipment moved and related, shall be temporarily protected prior to start of demolition.
 - 2. Temporary protection shall be such that interior of existing structures will at all time be protected from dust fumes, smoke and weather inclemency. Comply with 01 50 00 - Temporary Facilities and Controls.

3. Protect temporary openings in exterior walls by temporary weatherproof plywood closures. Comply with 01 50 00 - Temporary Facilities and Controls.
 4. Contractor will be held responsible for damage to existing structures and contents by reason of insufficiency of such protection. Comply with 01 40 00 - Quality Requirements
 5. Provide barricades, and maintenance and supervision thereof, in accordance with applicable Federal, State and local codes and their respective requirements, or as may be directed from time to time. Comply with 01 50 00 - Temporary Facilities and Controls.
- E. Transitions to Existing Work: Comply with 01 70 00 - Execution and Closeout Requirements.
1. Where alterations occur or new and old work are joined, immediately adjacent surfaces that are involved shall be cut, removed, patched, repaired or refinished, and left in as good condition as existed before commencing work. Materials and workmanship employed in alterations involving new construction, unless otherwise indicated or specified, shall conform to that of original work.
 2. Where remaining existing materials interfere with installation of new work, remove existing materials. After installation of new work is complete, or in conjunction with installation of new work as applicable, reinstall existing materials, patch and refinish, or provide new to match existing.
- F. Relocation of Existing Materials and Equipment: Comply with 01 70 00 - Execution and Closeout Requirements.
1. Relocate certain materials and equipment only as indicated or specified. Refinish certain existing surfaces as specified in applicable technical sections.
 2. Repair and refinish relocated materials and equipment as necessary to leave finished work in good condition.
- G. Salvage: Comply with 01 70 00 - Execution and Closeout Requirements and 02 41 00 - Selective Site Demolition.
1. Salvaged materials occurring from work demolished or removed shall become property of Contractor unless otherwise noted in the Project Manual or Drawings to remain property of District, and shall be removed by Contractor from project site.
 2. Exceptions:
 - a. Existing materials or equipment may be removed by District at any time prior to start of work by Contractor.
 - b. Do not reuse in this project, materials and items removed from existing site or buildings, except with specific written approval by the Architect in each case, unless such removed material or item is specifically indicated or specified to be reused.
 - c. Remove materials and equipment indicated to be salvaged for reinstallation and store to prevent damage, and reinstall as the work progresses. Do not reuse in this project, other materials and equipment removed from existing site or building, except with specific written approval by the Architect in each case.
 - d. Dismantled materials and items indicated to be reused shall be in good condition without objectionable cracks, chips, splits, checks, dents, scratches, or other defects. Operating items shall operate properly. Notify Architect immediately of items found to be to the contrary.

- e. Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets and similar items remain the property of the District. Notify District if such items are encountered and obtain acceptance regarding method of removal and salvage.
- H. Submittals: Demolition Plan per 02 41 00 - Demolition, Article 1.07.
 - 1. Before commencing alteration, removal and demolition work, prepare and submit for review by Architect and District, a schedule showing commencement, order and completion dates of various parts of work, including utilities disruptions and proposal to ensure uninterrupted progress of District's on-site operations.
- I. Utilities: Comply with 02 41 00 - Demolition, Article 3.03.
 - 1. Before starting work relating to existing utilities (electrical, sewer, water, heat, gas, fire lines, etc.), that will temporarily discontinue or disrupt service to existing buildings, provide two (2) working days notice to utility company, Architect and District, and obtain their approval in writing before proceed with this phase of Work.
 - 2. Disconnect, remove, and cap designated utility services, or those utility services required to be altered, within demolition areas.
 - 3. Mark locations of disconnected utilities. Identify and indicate capping locations on project record drawings.

PART 2 - PRODUCTS

2.1 PRODUCTS FOR NEW WORK

- A. Comply with 01 60 00 - Product Requirements
- B. Products for New Work: Products specified in Part 2 - PRODUCTS of applicable technical sections of the Project Manual, shall be utilized for patching and extending Work.
- C. Type and Quality of Existing Products: Determine by inspection and testing Products where necessary, referring to existing construction as a standard.

PART 3 - EXECUTION

3.1 DEMOLITION

- A. Comply with 02 41 00 - Demolition.
- B. Conduct demolition to minimize interference with building or exterior areas to remain used or occupied, and surrounding landscaped areas. Maintain protected egress and access at all times.
- C. Demolish in an orderly and careful manner. Protect existing and remaining foundations and structural members. Perform cutting, drilling and removal of existing work with extreme care, with small tools in order not to jeopardize structural integrity of building or its parts.

3.2 MODERNIZATION

- A. The following is an expansion of some of the main reconstruction notes and specifications used on this project, and apply where and whenever described work is required.
- B. Concrete Floor or Slab:

1. Repair existing concrete floor.
 - a. Fill cracks and voids with epoxy mortar per 03 01 00 - Maintenance of Concrete, 03 30 00 - Cast-in-Place Concrete, and 03 35 11 - Concrete Floor Finishes.
 - b. Paint per 09 91 23 - Painting, at existing painted floors and where scheduled to receive paint.
2. Replacement of concrete slabs:
 - a. Use normal methods that will not crack or structurally disturb adjacent walls, partitions or slabs. Use power saws where possible.
- C. Concrete and Masonry: Comply with 01 70 00 - Execution and Closeout Requirements
 1. Demolish concrete and masonry in small sections.
 - a. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.
 - b. Saw concrete along straight lines to a depth of not less than 1-1/2 inches.
 - c. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face.
 - d. Break out the remainder of the concrete or masonry provided that the broken area is concealed in the finished work, and the remaining concrete or masonry is sound.
 - e. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through the concrete or masonry.
 2. Remove anchorages to at least 1/2-inch below the surface of concrete or masonry and patch depressions to provide a flush surface. Comply with 03 01 00 - Maintenance of Concrete.
 - a. Where surface will be concealed in the finished work, anchors may be cut flush with the surface.
- D. Cabinets, Countertops and Casework: Comply with 06 10 00 - Rough Carpentry and 06 41 00 - Architectural Wood Cabinets.
 1. New cabinets with or without sinks:
 - a. Provide new cabinets per Division 6 Section - Laminate Clad Wood Cabinets.
 - b. Provide sink (where indicated) in cabinet with all rough and finish plumbing as scheduled on Drawings and as required in Division 15.
 - c. Provide clearances for accessibility compliance where indicated.
 2. New shelves:
 - a. Provide new shelves per Drawings and Division 6 Section - Laminate Clad Wood Cabinets.
 - b. Prepare and paint shelves per Division 9 Section - Painting.
- E. Roof: Comply with 07 54 00 - Thermoplastic Membrane Patching.
 1. Remove existing roofing to roof sheathing [where indicated on Drawings]. Patch roof sheathing and parapet walls, fill voids at removal items with matching construction. Re-roof and re-flash buildings and connecting covered walkways. See Division 7 Section- Preparation for Re-Roofing.
 2. Patch and repair existing roof where indicated on Drawings.
- F. Walls and Partitions:
 1. Interior Partitions:

- a. Remove partitions including finish, studs, plates and sills.
 - b. Where only a partial run is removed, cut back the finish material to the centerline of the next adjacent support to remain.
 - c. Leave remaining material with a clean terminal line with no loose adhering material. Where partitions have been installed on curbs, remove curbs and patch existing floor to receive new finish.
- 2. Clean, patch and paint exposed walls, trims, columns, window frames, doors and door frames:
 - a. Painting shall include all surfaces and materials between the floor and the finish ceiling. Exceptions:
 - 1) Window glazing
 - 2) Anodized or other new pre-finished metal
 - 3) Vinyl wall covering
 - 4) Mechanical and electrical equipment
 - 5) Cabinets of stained finish and plastic laminate.
 - b. Prepare and patch existing gypsum wall board per Division 9 Section - Gypsum Board.
- 3. Gypsum board:
 - a. Cut back gypsum board to the centerline of the next adjacent support to remain. Leave remaining material with a clean terminal line with no loose adhering material.
 - b. Patch back per Section 09 21 16.

4. New tile backer cement board and new ceramic tile wainscot:
 - a. Conform to 09 21 16 - Gypsum Board Assemblies for installation of tile backer board.
 - b. Conform to 09 30 00 - Tiling for installation of new ceramic tile.
 5. Paint per 09 91 13 & 09 91 23 - Exterior and Interior Painting.
- G. Openings:
1. Doors: Comply with 08 11 13 - Hollow Metal Doors and Frames, 08 14 00 - Flush Wood Doors, 08 71 00 - Door Hardware, and 09 91 13 & 09 91 23 - Exterior and Interior Painting.
 - a. Re-Use of Existing Doors:
 - 1) All existing door indicated to remain, shall have new hardware per District Standards.
 - 2) Remove door from frame, label door with the door number as indicated in the Drawings at the bottom sill edge of the door panel.
 - 3) Where doors are indicated to be re-used in the new work, leave [remove all] hardware attached to the door. Where this is not practical, place items of hardware in a labeled cloth bag attached to the door. Deliver all removed hardware to District.
 - 4) Stack removed doors in a method to protect from damage.
 - 5) When ready for re-installation see paragraph below for refinish of existing doors.
 - b. New door frame, door and hardware:
 - 1) Remove existing door, frame, wall section and other existing construction in order to install new door and frame.
 - 2) Construct new filler wall where required.
 - (a) Interior and exterior wall finishes to meet flush and match existing adjacent wall materials in type, texture and color.
 - (b) Frame new filler wall using materials to match existing, unless indicated otherwise.
 - (c) Provide secure, rigid head and jamb framing members to receive new door frames.
 - 3) Provide new frames per Specifications and Drawings.
 - 4) Provide new doors per Specifications and Drawings.

- (a) Match door finish (paint or natural/stained) with existing doors to remain in the building/room.
 - 5) Prepare and paint or natural / stained finish doors and frames per Division 9 Section - Painting.
 - 6) Provide new door hardware as indicated on Drawings and 08 71 00 - Door Hardware.
 - 7) Relocate light switch where door opening is enlarged to fit new door.
 - c. New doors to replace existing (including new hardware):
 - 1) Remove existing door and hardware.
 - 2) Field verify existing clear opening dimension.
 - 3) Patch, fill and sand smooth holes in wood frames where old hardware has been removed. Position new hardware such as to avoid old locations and holes.
 - 4) At existing metal frames to remain:
 - (a) Use new hinges to match hole mounting.
 - (b) Re-work existing frame to receive new hardware.
 - (c) Cut in hardware, prep and patch holes.
 - (d) Prep to receive new finish; bondo, grind smooth and prime.
 - (e) All punch and dimple attachments to be patched and painted.
 - 5) Provide new door to fit in existing openings.
 - 6) Provide new door hardware per 08 71 00 - Door Hardware.
 - 7) Prepare and paint or natural / stained finish new doors and frames.
 - d. Refinish existing doors:
 - 1) If existing wood door is natural/stained:
 - (a) Remove hardware.
 - (b) Strip existing finish entirely from all exposed surfaces and prepare for new clear or stained wood finish per 08 14 00 - Flush Wood Doors.
 - (c) Repair damaged portions of door. Fill and sand smooth all holes, voids and repairs. Fill material shall match exposed existing wood color when finished.
 - (d) Finish existing, stripped and prepared door.
 - (e) Replace/reinstall hardware.
 - 2) If existing wood door is painted:
 - (a) Remove hardware.
 - (b) Prepare all door surfaces for painting.
 - (c) Repair damaged portion of door. Fill and sand smooth all holes, voids and repairs.
 - (d) Paint existing, prepared door.
 - (e) Replace/reinstall hardware.
- H. Glazing: 08 11 13 - Hollow Metal Doors and Frames, 08 80 00 - Glazing, 09 91 13 09 91 23 - Exterior and Interior Painting
- 1. Refurbish existing windows:
 - a. Steel windows:
 - 1) Scrape, and wire brush clean, steel frames and sash. Remove rust, scale, dirt, grease and paint in preparation for new paint.
 - 2) Repair damaged or broken frames or sash. Weld and grind smooth or replace broken steel members.
 - 3) Tighten and otherwise secure loose bolts, screws or other connectors. Steel

- sash shall move freely and easily in steel frames when work is complete.
- 4) Clean, repair and lubricate window hardware. Replace damaged components which cannot be repaired. Window hardware shall be in good working order when work is complete.
 - 5) Paint steel window components.
 - 6) Clean existing glazing following manufacturers' instructions for specific type of glazing.

I. Finishes:

1. Ceramic tile: Comply with 09 30 00 - Tiling.
 - a. New Ceramic Tile:
 - 1) Remove tile back to next full unit beyond the removal line.
 - 2) Saw cut setting bed at line to remain.
 - 3) Remove individual damaged tile and backing mortar as required to provide for installation of new tile within the specified tolerances.
 - b. Remove existing finish floor to receive new ceramic tile floor.
 - c. Provide new slip resistant ceramic tile floor and base.
 - d. Steam clean [all]existing ceramic tile [where indicated to remain]:
 - 1) Clean and seal existing ceramic tile.
2. New suspended ceiling systems: Comply with 09 51 00 - Acoustical Ceilings.
 - a. Remove existing ceiling materials where interfacing with the installation of new ceiling. Remove back to next full unit beyond removal line.
 - b. Remove individual panels where required for new light fixtures.
 - c. Store and protect units suitable for re-installation where indicated.
 - d. Install new ceiling.
3. New resilient floor and rubber base: Comply with 09 65 00 - Resilient Flooring.
 - a. Prepare floor in compliance with 09 05 61.
 - b. Install new resilient flooring over existing concrete floor.
 - 1) Remove existing carpet or resilient floor finish, including adhesives.
 - c. Remove existing wood, rubber or vinyl base and mastic, patch and repair wall prior to installation of new base.
 - 1) Remove existing plaster grounds behind removed base and provide in-fill plaster finish; flush and smooth to receive new base.
 - d. Patching exposed above new base shall be finished to match surrounding wall.
 - e. Provide new topset base to match or existing as applicable.
4. New carpet and base: Comply with 09 68 00 - Carpeting, and 09 65 00 - Resilient Flooring
 - a. Remove existing carpet, carpet mastic, edging strips and accessories, and thoroughly clean existing substrate.
 - b. Existing vinyl flooring is to remain beneath carpet to remain, unless noted otherwise.
 - c. Patch existing substrate (vinyl tile, concrete, etc.).
 - d. Provide new carpet and base.
5. New fabric covered tack paneling: Comply with 09 84 15 - Acoustic Stretched-Fabric Wall and Ceiling Systems.
 - a. Remove from wall existing conflicting surface treatment: trim, shelving, boards,

- electrical / mechanical devices etc.
- b. Patch wall prior to installation of new tack paneling.
- c. Provide new tack paneling.
- d. Adjust existing recessed outlets and switches to be flush with tack panel.
- 6. Patch, clean and paint existing ceiling: Comply with 09 21 16 - Gypsum Board Assemblies and 09 91 13 & 09 91 23 - Exterior and Interior Painting
 - a. Patch, clean and paint existing plaster ceiling or soffit.
 - b. Patch, clean and paint existing gypsum board ceiling or soffit
 - c. At existing acoustic tile ceilings, replace only damaged tiles when indicated, clean and paint entire ceiling.
 - d. Paint.
- J. Accessories and Components:
 - 1. New toilet compartments: Comply with 10 21 13.15 - Solid Color-Thru Phenolic Composite Toilet Compartments.

- a. Remove existing toilet compartments. Patch walls, floor and ceiling as required elsewhere in these notes.
 - b. Provide solid blocking or backing plates in existing walls.
 - c. Provide new toilet compartments
- 2. New signage: Comply with 10 14 00 - Signage.
 - a. Provide interior and exterior sign as indicated on Drawings.
- 3. New toilet accessories: Comply with 10 28 00 - Toilet Accessories.
 - a. Remove existing toilet accessories.
 - b. Provide backing plates or blocking in existing walls as indicated and/or specified, and patch walls.
 - c. Provide new toilet accessories as scheduled on Drawings and as specified in 10 28 00 - Toilet Accessories.

3.3 EXAMINATION

- A. Verify that demolition is complete, and areas are ready for execution of Work.
- B. Beginning of restoration Work will be interpreted to mean acceptance of existing conditions.

3.4 PREPARATION

- A. Cut, move or remove items as necessary for access for alterations, renovation and extension Work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- C. Remove debris and abandoned items from area from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- E. Close openings in exterior surfaces to protect existing work, and salvage items where applicable, from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.5 INSTALLATION

- A. Coordinate Work for alterations and renovations to expedite completion sequentially and to accommodate District occupancy.
- B. Designated areas: Complete in all respects including operational mechanical and electrical work.
- C. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring products and finishes to original or specified condition, including finish paint on exterior. Refer to Section 01 70 00 - Execution and Closeout Requirements.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

- E. In addition to specified replacement of equipment and fixtures, restore existing and remaining plumbing, heating, ventilation, air conditioning, and electrical systems to full operational conditions.
- F. Install Products as specified in applicable Sections.

3.6 TRANSITIONS

- A. Where Work abuts or aligns with existing construction, perform a smooth and even transition. Patches shall match existing adjacent construction in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition is not possible, terminate existing surface along a straight line at a natural line of division. Refer to Section 01 70 00 - Execution and Closeout Requirements.
- C. Where a waterproofing system is interrupted, leave sufficient material to allow for overlapping of new material over or behind existing maintaining a watertight installation.

3.7 ADJUSTMENTS

- A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect's review.
- C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- D. Fit work at penetrations of surfaces as specified in Section 01 70 00 - Execution and Closeout Requirements.

3.8 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.

3.9 FINISHES

- A. Finish surfaces as specified in applicable Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.10 CLEANING

- A. In addition to cleaning specified in section 01 70 00 - Execution and Closeout Requirements, clean District-occupied areas of existing construction affected by construction activities.
- B. Do not burn or bury materials on site.

3.11 DEMOLITION RESTRICTIONS

- A. Noise Abatement: Limit noise to a reasonable level as related to specific items of equipment used and their hours of use. This does not preclude use of mechanical equipment, i.e. jack hammers, power-driven fasteners.
- B. Do not operate air compressors inside of existing buildings.

- C. Drilling or cutting of columns, beams, joists, girders, or other structural support elements not permitted, unless specifically approved by Architect.

3.12 DISPOSAL OF DEMOLISHED MATERIALS

- A. Do not burn or bury materials on site.
- B. Immediately remove demolished materials from site or stockpile where directed if designated for re-use.
- C. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
- D. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

END OF SECTION

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Comply with the requirements Section 5.408 of the California Green Building Standards Code.
 - 1. Recycle and/or salvage for reuse a minimum of 50 percent of the nonhazardous construction and demolition waste in accordance with Section 504.8.1.1, 5.408.1.2, or 5.408.1.3; or meet a local construction and demolition waste management ordinance, whichever is more stringent.
- B. District requires that this project generate the least amount of trash and waste possible.
- C. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- D. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- E. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood: May be used as blocking or furring.
 - 5. Land clearing debris, including brush, branches, logs, and stumps; see Section 31 10 00 - Site Clearing for use options.
 - a. Comply with California Green Code (CGC) 5.408.3; Excavated soil and land clearing debris: 100 percent of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled.
 - 1) Exception: Reuse, either on-or off-site, of vegetation or soil contaminated by disease or pest infestation.
 - 6. Concrete: May be crushed and used as riprap, aggregate, sub-base material, or fill.
 - 7. Bricks: May be used on project if whole, or crushed and used as landscape cover, sub-base material, or fill.
 - 8. Concrete masonry units: May be used on project if whole, or crushed and used as sub-base material or fill.
 - 9. Asphalt paving.
 - 10. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 11. Glass.
 - 12. Gypsum drywall and plaster.

13. Carpet, carpet cushion, carpet tile, and carpet remnants : DuPont (<http://flooring.dupont.com>) and Interface (www.interfaceinc.com) conduct reclamation programs.
 14. Roofing.
 15. Paint.
 16. Plastic sheeting.
 17. Rigid foam insulation.
 18. Windows, doors, and door hardware.
 19. Plumbing fixtures.
 20. Mechanical and electrical equipment.
 21. Fluorescent lamps (light bulbs).
 22. Acoustical ceiling tile and panels.
 23. Materials which could be hazardous and subject to special disposal regulations include but are not limited to the following:
 - a. Lead-Based Paint
 - b. Asbestos: Found in older pipe insulation, asphalt floor tiles, linoleum, insulation, etc.
 - c. Polychlorinated Biphenyls (PCBs):
 - 1) Found in electrical oil filled equipment manufactured prior to 1978 such as transformers, switches and fluorescent lamp ballasts.
 - 2) Also found in adhesive, sealant, caulk, glazing putty, roofing material, pesticide vehicle, ink, paper, fabric dye, gaskets, and hydraulic fluid.
 - d. HVAC Refrigerants: Containing Fluorinated and Chlorinated compounds.
 - e. Drinking Fountain Refrigerants: Containing Fluorinated and Chlorinated compounds.
 - f. Fluorescent Light Tubes: Contain mercury.
 - g. EXIT signs and Smoke Detectors: May contain unregulated, radioactive tritium. · Required to be returned to manufacturer.
 - h. Contaminated Soils.
 - i. Pressure Treated Lumber.
- F. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
1. Contractor's quantitative reports for construction waste materials as a condition of approval of progress payments.
- G. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements. CalGreen Section 5.408.1.1.
- H. The following sources may be useful in developing the Waste Management Plan:
1. California Recycling Department, at www.bsc.ca.gov/Home/CALGreen.aspx.
 2. General information contacts regarding construction and demolition waste:
 - a. EPA Construction and demolition (C&D) debris website:
www.epa.gov/epawaste/conserve/imr/cdm/.

- b. Directory of Wood-Framed Building Deconstruction and Reused Building Materials Companies: www.fpl.fs.fed.us/documnts/fplgtr/fpl_gtr150.pdf.
 - c. Additional resources to be developed by Contractor with assistance from District and Contractor, as requested.
- 3. Recycling Haulers and Markets: The source list below contains local haulers and markets for recyclable materials. This list is provided for information only and is not necessarily comprehensive; other haulers and markets are acceptable.
 - a. CAL-MAX: www.calrecycle.ca.gov/calmax/.
 - 1) A free service designed to help businesses find markets for non-hazardous materials they have traditionally discarded.
 - b. General Recycling/Reuse Centers: For information on qualified local solid waste haulers contact the California Department of Resources Recycling and Recovery - CalRecycle. The website lists wastes recycling facilities in counties throughout the State of California.
 - 1) <http://www.calrecycle.ca.gov/default.asp>
- I. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
 - 5. Incineration, either on- or off-site.
- J. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 50 00 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 70 00 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.
- E. Section 31 10 00 - Site Clearing: Handling and disposal of land clearing debris.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

1. Debris that is not hazardous as defined in California Code of Regulations, Title 22, Section 66261.3 et seq.
 2. This term includes, but is not limited to, asphalt concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel.
 3. The debris may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Diversion: Avoidance of demolition and construction waste sent to landfill or incineration. Diversion does not include using materials for landfill, alternate daily cover on landfills, or materials used as fuel in waste-to-energy processes.
- E. Enforcement Agency (EA). Enforcement agency as defined in CA Public Resources Code 40130.
- F. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- G. Landfill, Inert waste or Inert Disposal Facility:
1. A disposal facility that accepts only inert waste such as soil and rock, fully cured asphalt paving, uncontaminated concrete (including fiberglass or steel reinforcing rods embedded in the concrete), brick, glass, and ceramics, for land disposal.
- H. Landfill, Class III:
1. A landfill that accepts non-hazardous resources such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations.
 2. A Class III landfill must have a solid waste facilities permit from the California Integrated Waste Management Board (CIWMB) and is regulated by the Enforcement Agency (EA).
- I. Mixed Debris: Loads that include commingled recyclable and non-recyclable materials generated at the construction site.
- J. Mixed Debris Recycling Facility: A processing facility that accepts loads of commingled construction and demolition debris for the purpose of recovering re-usable and recyclable materials and disposing the non-recyclable residual materials.
- K. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- L. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- M. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- N. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

- O. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- P. Recycling Center: A facility that receives only C&D material that has been separated for reuse prior to receipt, in which the residual (disposed) amount of waste in the material is less than 10% of the amount separated for reuse by weight.
- Q. Return: To give back reusable items or unused products to vendors for credit.
- R. Reuse: To reuse a construction waste material in some manner on the project site.
- S. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- T. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- U. Separated for Reuse:
 - 1. Materials, including commingled recyclables.
 - 2. Separated or kept separate from the solid waste stream for the purpose of:
 - a. Additional sorting or processing those materials for reuse or recycling.
 - 1) In order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products.
 - b. Products shall meet the quality standards necessary to be used in the marketplace.
 - c. Includes materials that have been "source separated".
- V. Solid Waste:
 - 1. All putrescible and nonputrescible solid, semisolid, and liquid wastes, including:
 - a. Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes.
 - b. Abandoned vehicles and parts thereof.
 - c. Discarded home and industrial appliances.
 - d. Dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste.
 - e. Manure, vegetable or animal solid and semisolid wastes.
 - f. Other discarded solid and semisolid wastes.
 - 2. "Solid waste" does not include hazardous waste, radioactive waste, or medical waste as defined or regulated by State law.
- W. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
 - 1. Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream at the point of generation, for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- X. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- Y. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

- Z. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.
- AA. Waste Hauler: A company that possesses a valid permit from the local waste management authority to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal in the locality.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Submit Waste Management Plan within 30 calendar days after receipt of Notice to Proceed, or prior to any trash or waste removal, whichever occurs sooner; submit projection of all trash and waste that will require disposal and alternatives to landfilling.
 - 1. Submit four copies of CWMP for review.
 - a. Contractor's Construction Waste and Recycling Plan must be approved by the Architect and Construction Manager prior to the start of Work.
 - 2. Approval of the Contractor's CWMP shall not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
- C. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - a. List each material proposed to be salvaged, reused, or recycled.
 - b. List the local market for each material.
 - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
 - 5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
 - 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
 - 7. Recycling Incentives: Describe procedures required to obtain credits, rebates, or similar incentives.
- D. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.

- a. Inert materials shall achieve a construction waste diversion rate of at least 95 percent.
 - 1) These materials include, but are not limited to, concrete, asphalt and rock.
 - 2) Earthwork is not included.
 - 3) Excavated soil shall not be included in any of the calculations used to ensure compliance with this specification section.
 - b. The overall diversion rate must be based on weight.
 - c. The diversion rate of individual materials can be measured in either weight or volume, but the rate shall be converted into the units selected for calculating the overall diversion rate.
 - 1) All individual material diversions must be converted to a consistent set of units when calculating the overall diversion rate for the all reports and submittals required for the Work.
 - d. Conversion rate numbers shall be based on standard conversion rate data for construction projects provided by the California Integrated Waste Management Board (CIWMB). This data is available at the following internet location, <http://www.calrecycle.ca.gov/LGCentral/Library/dsg/ICandD.htm>.
2. Submit Report on a form acceptable to District.
 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 4. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 5. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
 6. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS

2.01 PRODUCT SUBSTITUTIONS

- A. See Section 01 60 00 - Product Requirements for substitution submission procedures.
- B. For each proposed product substitution, submit the following information in addition to requirements specified in Section 01 60 00:
 - 1. Relative amount of waste produced, compared to specified product.
 - 2. Cost savings on waste disposal, compared to specified product, to be deducted from the Contract Sum.
 - 3. Proposed disposal method for waste product.
 - 4. Markets for recycled waste product.

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 50 00 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, District, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. As a minimum, provide:

- a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
 - b. Separate dumpsters for each category of recyclable.
 - c. Recycling bins at worker lunch area.
- 2. Provide containers as required.
- 3. Provide temporary enclosures around piles of separated materials to be recycled or salvaged.
- 4. Provide materials for barriers and enclosures that are nonhazardous, recyclable, or reusable to the maximum extent possible; reuse project construction waste materials if possible.
- 5. Locate enclosures out of the way of construction traffic.
- 6. Provide adequate space for pick-up and delivery and convenience to subcontractors.
- 7. If an enclosed area is not provided, clearly lay out and label a specific area on-site.
- 8. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

3.03 DISPOSAL OPERATIONS AND WASTE HAULING

- A. Remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except for items or materials to be salvaged, recycled, or otherwise reused.
 - 2. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on site.
 - 3. Use a permitted waste hauler or Contractor's trucking services and personnel. To confirm valid permitted status of waste haulers, contact the local solid waste authority.
 - 4. Become familiar with the conditions for acceptance of new construction, excavation and demolition materials at recycling facilities, prior to delivering materials.
 - 5. Deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, composting, or disposal.
 - 6. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

7. Do not burn or bury waste materials on or off site. Appropriate on-site topical application of ground gypsum or wood, or use of site paving as granulated fill is considered reuse, not waste.

3.04 PLAN AND REPORT FORMS

- A. See suggested forms on the following pages.

END OF SECTION

CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING PLAN

(Submit After Award of Contract and Prior to Start of Work)

Project Title:						
Contract or Work Order No.:						
Contractor's Name:						
Street Address:						
City:				State:		Zip:
Phone: ()				Fax: ()		
E-Mail Address:						
Prepared by: (Print Name)						
Date Submitted:						
Project Period:		From:		TO:		
Reuse, Recycling or Disposal Processes To Be Used						
Describe the types of recycling processes or disposal activities that will be used for material generated in the project. Indicate the type of process or activity by number, types of materials, and estimated quantities that will be recycled or disposed in the sections below:						
01 - Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick)						
02 - Salvaging building materials or salvage items at an offsite salvage or re-use center (i.e. lighting, fixtures)						
03 - Recycling source separated materials on site (i.e. crushing asphalt/concrete for reuse or grinding for mulch)						
04 - Recycling source separated materials at an offsite recycling center (i.e. scrap metal or green matls)						
05 - Recycling commingled loads of C&D matls at an offsite mixed debris recycling center or transfer station						
06 - Recycling material as Alternative Daily Cover at landfills						
07 - Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).						
08 - Disposal at a landfill or transfer station.						
09 - Other (please describe) _____						
Types of Material To Be Generated						
Use these codes to indicate the types of material that will be generated on the project						
A = Asphalt		C = Concrete		M = Metals		I = Mixed Inert
D = Drywall		P/C=Paper/Cardboard		W/C = Wire/Cable		S= Soils (Non Hazardous)
M/C = Miscellaneous Construction Debris		R = Reuse/Salvage		W = Wood		O = Other (describe)
Facilities Used: Provide Name of Facility and Location (City)						
Total Truck Loads: Provide Number of Trucks Hauled from Site During Reporting Period						
Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (or units).						
SECTION I - RE-USED/RECYCLED MATERIALS						
Include all recycling activities for source separated or mixed material recycling centers where recycling will occur.						
Type of Material	Type of Activity	Facility to be Used/Location	Total Truck Loads	Total Quantities		
				Tons	Cubic YD	Other Wt.
(ex.) M	04	ABC Metals, Los Angeles	24	355		
a. Total Diversion						

Continued

SECTION III - TOTAL MATERIALS GENERATED			
This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generation)			
	Tons	Cubic YD	Other Wt.
a. Total Reused/Recycled	0	0	0
b. Total Disposed	0	0	0
c. Total Generated	0	0	0

* Use tons only to calculate recycling percentages: Tons Reused/Recycled/Tons Generated = % Recycled

- c. Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons)
- d. Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons)
- e. Drywall Scrap: .20
- f. Wood Scrap: .16

CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT

(Submit With Each Progress Payment)

Project Title:						
Contract or Work Order No.:						
Contractor's Name:						
Street Address:						
City:				State:		Zip:
Phone: ()				Fax: ()		
E-Mail Address:						
Prepared by: (Print Name)						
Date Submitted:						
Project Period:		From:			TO:	
Reuse, Recycling or Disposal Processes To Be Used						
Describe the types of recycling processes or disposal activities that will be used for material generated in the project. Indicate the type of process or activity by number, types of materials, and estimated quantities that will be recycled or disposed in the sections below:						
01 - Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick)						
02 - Salvaging building materials or salvage items at an offsite salvage or re-use center (i.e. lighting, fixtures)						
03 - Recycling source separated materials on site (i.e. crushing asphalt/concrete for reuse or grinding for mulch)						
04 - Recycling source separated materials at an offsite recycling center (i.e. scrap metal or green matls)						
05 - Recycling commingled loads of C&D matls at an offsite mixed debris recycling center or transfer station						
06 - Recycling material as Alternative Daily Cover at landfills						
07 - Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).						
08 - Disposal at a landfill or transfer station.						
09 - Other (please describe) _____						
Types of Material To Be Generated						
Use these codes to indicate the types of material that will be generated on the project						
A = Asphalt C = Concrete M = Metals I = Mixed Inert G = Green Matls						
D = Drywall P/C=Paper/Cardboard W/C = Wire/Cable S= Soils (Non Hazardous)						
M/C = Miscellaneous Construction Debris R = Reuse/Salvage W = Wood O = Other (describe)						
Facilities Used: Provide Name of Facility and Location (City)						
Total Truck Loads: Provide Number of Trucks Hauled from Site During Reporting Period						
Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (or units).						
SECTION I - RE-USED/RECYCLED MATERIALS						
Include all recycling activities for source separated or mixed material recycling centers where recycling will occur.						
Type of Material	Type of Activity	Facility to be Used/Location	Total Truck Loads	Total Quantities		
				Tons	Cubic YD	Other Wt.
(ex.) M	04	ABC Metals, Los Angeles	24	355		
a. Total Diversion						

Continued

SECTION III - TOTAL MATERIALS GENERATED			
This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generation)			
	Tons	Cubic YD	Other Wt.
a. Total Reused/Recycled			
b. Total Disposed			
c. Total Generated			

* Use tons only to calculate recycling percentages: Tons Reused/Recycled/Tons Generated = % Recycled

- c. Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons)
- d. Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons)
- e. Drywall Scrap: .20
- f. Wood Scrap: .16

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for Contract Closeout, including but not limited to, the following:
 - 1. Completion Procedures
 - 2. Project Record Documents
 - 3. Operation and Maintenance Manuals
 - 4. Orientation and Instruction of DISTRICT'S Personnel
 - 5. Warranties And Guarantees
 - 6. Spare Parts And Materials
 - 7. Final Cleaning
- B. Additional closeout requirements for specific Work activities are included in the appropriate Sections in Divisions 02 through 16.

1.02 RELATED SECTIONS

- A. Price and Payment Procedures
- B. Submittals
- C. Construction Progress Schedule
- D. Construction Facilities
- E. Temporary Controls
- F. Warranties
- G. Project Record Documents

1.03 COMPLETION PROCEDURES

- A. Substantial Completion and Partial Occupancy:
 - 1. Conform to Title 24, Part 1, Section 4-336 CCR, Requirements for Verified Reports and Closeout Procedures.
 - 2. In conjunction with the IOR, prepare a list of items to be completed or corrected. List may be developed by areas, when approved by the ARCHITECT.
 - 3. Within a reasonable time after receipt of the list, the ARCHITECT will inspect to determine status of completion.

4. Should the ARCHITECT determine that Work is not substantially complete:
 - a. The ARCHITECT will promptly notify the CONTRACTOR in writing, giving the reasons for his determination.
 - b. CONTRACTOR shall remedy the deficiencies and notify the ARCHITECT when Work is ready for re-inspection.
 - c. The ARCHITECT will re-inspect the Work.
 5. When the ARCHITECT concurs that work is substantially complete:
 - a. The ARCHITECT will prepare a "Certificate of Substantial Completion" on AIA Form G704, accompanied by the CONTRACTOR's list of items to be completed or corrected as verified by the ARCHITECT.
 - b. The ARCHITECT will submit the Certificate to the DISTRICT and to the CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate.
- B. Final Completion:
1. Verify the Work is complete.
 2. Prepare and submit a notice that Work is ready for final inspection and acceptance.
 3. Certify that:
 - a. Work has been inspected by all governing agencies and is in compliance with all governing regulations.
 - b. Work has been inspected for compliance with the Contract Documents.
 - c. Work has been completed in accordance with the Contract Documents.
 - d. Equipment and systems have been tested as required and are operational.
 - e. Work is completed and ready for final inspection.
 4. The ARCHITECT will make an inspection to verify status of completion.
 5. Should the ARCHITECT determine the Work is incomplete or defective:
 - a. The ARCHITECT will promptly notify the CONTRACTOR in writing, listing incomplete or defective work.
 - b. CONTRACTOR shall remedy the deficiencies promptly and notify

the ARCHITECT when ready for re-inspection.

6. When the ARCHITECT determines the Work is acceptable under the Contract Documents, he will request the CONTRACTOR to make closeout submittals.

C. Submit all closeout documents, including but are not limited to:

1. Project Record Documents.
2. Operation and Maintenance Manuals (for all items requiring special knowledge for operation or for maintenance, listed in pertinent Sections of these Specifications), and for other items when so approved by the ARCHITECT.
3. Warranties and Guarantees.
4. Keys and Keying Schedule.
5. Spare parts, materials, extra stock to be turned over to the DISTRICT.
6. Evidence of payment and release of liens, when requested by DISTRICT.
7. List of subcontractors, service organizations and principal vendors, including names, addresses and telephone numbers, where they may be contacted for emergency service at all times, including nights, weekends and holidays.

D. Final Payment:

Submit a Final Payment Request, showing all adjustments to the Contract Sum.

1.04 VERIFIED REPORTS

- A. Construction progress of the Work shall be reported to DSA via a duly verified report in accordance with Sections 4-336 and 4-343 of the California Building Standards Administrative Code.

1.05 OPERATION AND MAINTENANCE MANUALS

- A. Prior to Substantial Completion, submit three (3) sets of Operation and Maintenance (O&M) Manuals to the ARCHITECT for DISTRICT's records. Organize O&M data into sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2"-3", 3-ring, durably covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder.
 1. Emergency instructions
 2. Manufacturer's operating and maintenance instructions, including any seasonal adjustments
 3. Spare parts list

4. Copies of warranties
5. Wiring diagrams
6. Recommended "turn-around" cycles
7. Inspection procedures
8. Shop Drawings and Product Data
9. Fixture lamping schedule

1.06 ORIENTATION AND INSTRUCTION OF DISTRICT'S PERSONNEL:

- A. Instruct the DISTRICT's personnel in proper operation and maintenance of all systems, equipment and similar items, which were provided as part of the work. Provide maintenance and inspection schedules that conform to manufacturer's recommendations. Provide instruction by manufacturers' representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
 1. Maintenance manuals
 2. Record documents
 3. Spare parts and materials
 4. Tools
 5. Lubricants
 6. Fuels
 7. Identification systems
 8. Control sequences
 9. Hazards
 10. Cleaning
 11. Warranties and bonds
 12. Maintenance agreements and similar continuing commitments
- B. CONTRACTOR shall provide a schedule to the DISTRICT for approval for each of the instruction periods required.
 1. Organize the instruction sessions into group sizes and schedule the elapsed time for instruction in a manner to provide complete coverage of the subject matter. Video tape each session and provide DISTRICT with two (2) copies.
- C. Instruction sessions will be held in a DISTRICT designated area on the project site and at DISTRICT's convenience. Amount of time required for each session shall be as specified in individual sections, but in no case less than the time needed to fully convey the information needed by DISTRICT personnel for operating and maintaining the products.
- D. Instructors shall be qualified by the product manufacturer in the subject matter presented at each session.
 1. Submit names of instructors and qualifications to the Architect and DISTRICT for approval, 30 days prior to each scheduled session.

2. Substitution of instructors will not be permitted without prior approval of Architect or DISTRICT.
- E. As part of instruction for operating equipment, demonstrate the following procedures:
1. Start-up
 2. Shutdown
 3. Emergency operations
 4. Noise and vibration adjustments
 5. Safety procedures
 6. Seasonal adjustments
 7. Economy and efficiency adjustments
 8. Effective energy utilization measures
- F. Schedule and provide seasonal or periodic training sessions when specified in technical sections of the Specifications.

1.07 WARRANTIES AND GUARANTEES

- A. Manufacturer's warranties and guarantees notwithstanding, warrant entire Work against defects in materials and workmanship for twelve (12) months from date of Substantial Completion. Warranties and guarantees between CONTRACTOR and manufacturers and CONTRACTOR and suppliers shall not affect warranties or guarantees between CONTRACTOR and DISTRICT.
- B. Execute and assemble documents from subcontractors, suppliers and manufacturers.
- C. Submit prior to final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

1.08 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to project site location as directed by DISTRICT.

1.09 FINAL CLEANING

- A. Final cleaning is provided by {Cleaning}.
- B. Each CONTRACTOR shall leave his finished work in clean condition, including following as applicable:
1. Remove labels that are not permanent labels.

2. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

PART 2 PRODUCTS (Not applicable)

PART 3 EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 78 00 CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 45 33 - Code Required Special Inspections & Procedures: Construction oversight procedures by DSA regarding the execution, approval, and closeout of this building project.
- C. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.
 - 1. Special Project warranty requirements for specific products or elements of the Work; commitments and agreements for continuing services to District.

1.03 DEFINITIONS

- A. Warranty: Assurance to District by Contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system service of the Work, in whole or in part, for the duration of the specified period of time.
- B. Guarantee: Assurance to District by Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.
- C. Standard Product Warranty: Preprinted, written warranty published by product manufacturer for particular products and specifically endorsed by the manufacturer to the District.
- D. Special Project Warranty: Written warranty required by or incorporated into Contract Documents, to extend time limits provided by standard warranty or to provide greater rights for District.
- E. Correction Period: As defined in the Conditions of the Contract, Correction Period shall be synonymous with "warranty period", "guarantee period" and similar terms used in the Contract Specifications.

1.04 SUBMITTALS

- A. Advance Submittals: For equipment and systems, or component parts of systems, put into service during construction and operated by District, submit documents within ten days of start of operation by District.

- B. Final Completion Submittals: Prior to application for final payment, Contractor shall submit 3 copies the following:
1. Agency Document Submittals: Submit to District all documents required by authorities having jurisdiction, including serving utilities and other agencies. Submit original versions of all permit cards, with final sign-off by inspectors. Submit all certifications of inspections and tests.
 - a. Contractor shall also complete all required contractor forms and obtain DSA approval of these same forms. Comply with "Final Certification of Construction" per Title 24 Part 1 section 4-339.
 - 1) Form-6.C: Verified Report – Contractor: From each Contractor having a contract with the District.
 2. Final Specifications Submittals: Submit to District all documents and products required by Specifications to be submitted, including the following:
 - a. Project record drawings and specifications.
 - b. Operating and maintenance data.
 - c. Guarantees, warranties and bonds.
 - d. Keys and keying schedule.
 - e. Spare parts and extra stock.
 - f. Test reports and certificates of compliance.
 3. Certificates of Compliance and Test Report Submittals: Submit to District certificates and reports as specified and as required by authorities having jurisdiction, including the following:
 - a. Sterilization of water systems.
 - b. Sanitary sewer system tests.
 - c. Gas system tests.
 - d. Lighting, power and signal system tests.
 - e. Ventilation equipment and air balance tests.
 - f. Fire sprinkler system tests.
 - g. Fire detection system, smoke alarms and dampers.
 - h. Roofing inspections and tests.
 4. Lien and Bonding Company Releases: Submit to District, with copy to Architect, evidence of satisfaction of encumbrances on Project by completion and submission of The American Institute of Architects Forms:
 - a. G706 - Contractor's Affidavit of Payment of Debts and Claims;
 - b. G706A - Contractor's Affidavit of Release of Liens;
 - c. (if applicable) G707 - Consent of Surety;
 - d. or forms as as agreed to by the District.
 - e. Comply also with other requirements of District, as directed.
 - f. All signatures shall be notarized.
 5. Subcontractor List: Submit to two copies to District and two copies to Architect of updated Subcontractor and Materials Supplier List.

6. Warranty Documents: Prepare and submit to District all warranties and bonds as specified in Contract General Conditions and Section 01 78 33 - Warranties and Bonds.
- C. Project Record Documents: Submit documents to Architect for review, prior to submitting claim for final payment .
- D. Operation and Maintenance Data:
 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 2. For equipment, or component parts of equipment put into service during construction and operated by District, submit completed documents within ten days after acceptance.
 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- E. Warranties and Bonds:
 1. For equipment or component parts of equipment put into service during construction with District's permission, submit documents within 10 days after acceptance.
 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.05 WARRANTIES AND GUARANTEES

- A. Warranties and Guarantees, General: Provide all warranties and guarantees with District named as beneficiary. For equipment and products, or components thereof, bearing a manufacturer's warranty or guarantee that extends for a period of time beyond the Contractor's warranty and guarantee, so state in the warranty or guarantee.
- B. Provisions for Special Warranties: Refer to Conditions of the Contract for terms of the Contractor's special warranty of workmanship and materials.
- C. General Warranty and Guarantee Requirements: Warranty shall be an agreement to repair or replace, without cost and undue hardship to District, Work performed under the Contract which is found to be defective during the Correction Period (warranty or guarantee) period. Repairs and replacements due to improper maintenance or operation, or due to normal wear, usage and weathering are excluded from warranty requirements unless otherwise specified.
- D. Specific Warranty and Guarantee Requirements: Specific requirements are included in product Specifications Sections of Divisions 3 through 33, including content and limitations.
- E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties and guarantees shall not relieve Contractor of responsibility for warranty and guarantee requirements for the Work that incorporates such products, nor shall they relieve suppliers, manufacturers, and installers required to countersign special warranties with Contractor.
- F. Related Damages and Losses: When correcting warranted Work that has been found defective, remove and replace other Work that has been damaged as a result of such defect or that must be removed and replaced to provide access for correction of warranted Work.

- G. Reinstatement of Warranty: When Work covered by a warranty has been found defective and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- H. Replacement Cost: Upon determination that Work covered by a warranty has been found to be defective, replace or reconstruct the Work to a condition acceptable to District, complying with applicable requirements of the Contract Documents. Contractor shall be responsible for all costs for replacing or reconstructing defective Work regardless of whether District has benefited from use of the Work through a portion of its anticipated useful service life.
- I. District's Recourse: Written warranties made to the District shall be in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under law, nor shall warranty periods be interpreted as limitations on time in which the District can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The District reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- J. Warranty as Condition of Acceptance: District reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment shall be required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Record Documents are to be maintained and submitted in searchable live electronic format (PDF).
 - 1. Develop in compliance with Section 01 30 00 - Administrative Requirements, Article 3.01 Electronic Document Submittal Service.
 - 2. Acceptable markup software:
 - a. Adobe Acrobat Professional.
 - b. Bluebeam Revu.
- B. Maintain on site, one set of the following record documents; record actual construction and all revisions to the Work:
 - 1. Contract Drawings.
 - 2. Project Manual, with Specifications.
 - a. Addenda.
 - b. Change Orders and other modifications to the Contract.
 - 3. Reviewed shop drawings, product data, and samples.
 - 4. Manufacturer's instruction for assembly, installation, and adjusting.
- C. Ensure entries are complete and accurate, enabling future reference by District.

- D. Store record documents separate from documents used for construction.
- E. Record information concurrent with construction progress.
- F. Specifications: Legibly mark and record in PART 2 - PRODUCTS at each section description of actual products installed or used, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
 - 4. Provide copies of all approved addenda, directives, corrections, and change orders affecting the associated project.
 - a. These copies shall be included with the "Bid Set" and/or "Record Set" listed above and formatted as detailed above.
- G. Record Drawings and Shop Drawings: Record information continuously as Work progresses. Do not conceal Work permanently until all required information is recorded. Legibly and to scale, mark a reproducible set of Contract Drawings to record actual construction, including:
 - 1. Reproducible set of Contract Drawings will be provided to Contractor by District through Architect or Construction Manager.
 - 2. Measured depths of foundations and footings in relation to finish first floor datum.
 - 3. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 4. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 5. Field changes of dimension and detail.
 - 6. Details not on original Contract drawings.
 - a. Application of copies of details produced and provided by Architect during construction will be accepted.
- H. Submission: Submit Record Documents in searchable (live text and redlines mark-ups not scanned) PDF format to Architect prior to final Application for Payment.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:

1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
 - C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
 - D. Additional information as specified in individual product specification sections.
 - E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.

- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
 - 1. Parts Data:
 - a. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams as necessary for service and maintenance.
 - b. Include complete nomenclature and catalog numbers for consumable and replacement parts.
 - c. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in stock by the District or operator.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for District's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.

- c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Photocopies of warranties and bonds.
4. Design Data: To allow for addition of design data furnished by Architect or others, provide a tab labeled "Design Data" and provide a binder large enough to allow for insertion of at least 20 pages of typed text.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with District's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Project Warranty and Guarantee Forms: Forms for special Project warranties and guarantees are included at the end of this Section. Prepare written documents utilizing the appropriate form, ready for execution by the Contractor, or the Contractor and subcontractor, supplier or manufacturer. Submit a draft to District through Architect for approval prior to final execution.
 - 1. Refer to product Specifications Sections of Divisions 2 through 33 for specific content requirements, and particular requirements for submittal of special warranties.
 - 2. Prepare standard warranties and guarantees, excepting manufacturers' standard printed warranties and guarantees, on Contractor's, subcontractor's, material supplier's, or manufacturer's own letterhead, addressed to District.
 - 3. Warranty and guarantee letters shall be signed by all responsible parties and by Contractor in every case, with modifications only as approved in advance by District to suit the conditions pertaining to the warranty or guarantee.
- C. Manufacturer's Guarantee Form: Manufacturer's guarantee form may be used in lieu of special Project form included at the end of this Section. Manufacturer's guarantee form shall contain appropriate terms and identification, ready for execution by the required parties.
 - 1. If proposed terms and conditions restrict guarantee coverage or require actions by District beyond those specified, submit draft of guarantee to District through Architect for review and acceptance before performance of the Work.
 - 2. In other cases, submit draft of guarantee to District through Architect for approval prior to final execution of guarantee.
- D. Signatures: Signatures shall be by person authorized to sign warranties, guarantees and bonds on behalf of entity providing such warranty, guarantee or bond.
- E. Co-Signature: All installer's warranties and bonds shall be co-signed by Contractor. Manufacturer's guarantees will not require co-signature.
- F. Verify that documents are in proper form, contain full information, and are notarized.
- G. Co-execute submittals when required.
- H. Retain warranties and bonds until time specified for submittal.
- I. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.

- J. Cover: Identify each binder and spine with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
 - 1. If more than one volume of warranties, guarantees and bonds is produced, identify volume number on binder.
- K. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- L. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- M. Form of Warranty and Bond Submittals: Prior to final Application and Certificate for Payment, compile two copies of each required warranty, guarantee and bond, properly executed by Contractor, or jointly by Contractor, subcontractor, supplier, or manufacturer. Collect and assemble all written warranties and guarantees into binders and deliver binders to District for final review and acceptance.
 - 1. Include Table of Contents for binder, neatly typed, following order and Section numbers and titles as used in the Project Manual.
 - 2. Provide heavy paper dividers with celluloid or plastic covered tabs for each separate warranty. Mark tabs to identify products or installation, and Section number and title.
 - 3. Include on separate typed sheet, if information is not contained in warranty or guarantee form, a description of the product or installation, and the name, address, telephone number and responsible person for applicable installer, supplier and manufacturer.
 - 4. When operating and maintenance data manuals are required for warranted construction, include additional copies of each required warranty and guarantee in each required manual. Coordinate with requirements listed in the prior articles for operating and maintenance data manuals. .

3.07 TIME OF WARRANTY AND BOND SUBMITTALS

- A. Submission of Preliminary Copies: Unless otherwise specified, obtain preliminary copies of warranties, guarantees and bonds within ten days of completion of applicable item or Work. Prepare and submit preliminary copies for review as specified herein.
- B. Submission of Final Copies: Submit fully executed copies of warranties, guarantees and bonds within ten days of date identified in Certificate of Completion but no later than three days prior to date of final Application for Payment.
- C. Date of Warranties and Bonds: Unless otherwise directed or specified, commencement date of warranty, guarantee and bond periods shall be the date established in the Certificate of Completion.
 - 1. Warranties for Work accepted in advance of date stated in Certificate of Completion:
 - a. When a designated system, equipment, component parts or other portion of the Work is completed and occupied or put to beneficial use by District:

- 1) By separate agreement with Contractor, prior to completion date established in the Certificate of Completion, submit properly executed warranties to District within ten days of completion of that designated portion of the Work.
 - 2) List date of commencement of warranty, guarantee or bond period as the date established in the Certificate of Completion.
 2. Warranties for Work not accepted as of date established in the Certificate of Completion: Submit documents within ten days after acceptance, listing date of acceptance as beginning of warranty, guarantee or bond period.
- D. Duration of Warranties and Guarantees:
1. Unless otherwise specified or prescribed by law, warranty and guarantee periods shall be not less than the Correction Period required by the Conditions of the Contract.
 2. In no case, the period is to be less than one year from the date established for completion of the Project in the Certificate of Completion.
 3. See product Specifications Sections of the Project Manual for extended warranty and guarantee beyond the minimum one year duration.

END OF SECTION

SECTION 01 78 00.01
WARRANTY FORM LETTER

FOR CONTRACTOR'S / SUBCONTRACTOR'S / MANUFACTURER'S WARRANTY

CONTRACTOR'S/SUBCONTRACTOR'S/SUPPLIER'S LETTERHEAD

SPECIAL LIMITED PROJECT WARRANTY FOR _____ WORK.

We, the undersigned, do hereby warrant that the portion of the Work described above which we have provided for Cajon High School Theatre Renovation is in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by us, together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function within a period of (years), commencing (date identified in Certificate of Completion, unless otherwise directed) and terminating (date).

The following terms and conditions apply to this warranty (obtain District 's approval before submission):

In the event of our failure to comply with the above-mentioned conditions within a reasonable time period determined by the District , after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the District to have said defective Work repaired or replaced to be made good, and agree to pay to the District upon demand all moneys that the District may expend in making good said defective Work, including all collection costs and reasonable attorney fees.

LOCAL REPRESENTATIVE: FOR WARRANTY MAINTENANCE, REPAIR, OR REPLACEMENT SERVICE, CONTACT:

(Name) _____
(Address) _____
(City) _____ (State) _____ (ZIP) _____
(Phone) _____ / _____
(signed) _____
(Date) _____ (Typed Name) _____
(Title) _____ (Firm) _____

CONTRACTOR:

State License No: _____
(signed) _____
(Date) _____ (Typed Name) _____
(Title) _____ (Firm) _____

FORM LETTER

FORM LETTER

FOR CONTRACTOR'S / MANUFACTURER'S GUARANTEE

CONTRACTOR'S / MANUFACTURER'S LETTERHEAD

SPECIAL LIMITED PROJECT [__ WARRANTY__] [__ GUARANTEE__] FOR _____ WORK.

We, the undersigned, do hereby [__ warrant__] [__ guarantee__] that the portion of the Work described above which [__ we have provided__] [__ was provided by (Installer or Subcontractor's Name)__] for Cajon High School Theatre Renovation in accordance with the Contract Documents and that all such Work as installed will fulfill or exceed all minimum warranty requirements. We agree to repair or replace Work installed by [__ us,__] [__ (Installer or Subcontractor's Name)__] together with any adjacent Work which is displaced or damaged by so doing, that proves to be defective in workmanship, material, or function within a period of (years), commencing (date indicated in Certificate of Completion, unless otherwise directed) and terminating (date).

The following terms and conditions apply to this [__ warranty__] [__ guarantee__] (obtain District's approval before submission):

In the event of our failure to comply with the above-mentioned conditions within a reasonable time period determined by the District, after notification in writing, we, the undersigned, all collectively and separately, hereby authorize the District to have said defective Work repaired or replaced to be made good, and agree to pay to the District upon demand all moneys that the District may expend in making good said defective Work, including all collection costs and reasonable attorney fees.

LOCAL REPRESENTATIVE: FOR WARRANTY MAINTENANCE, REPAIR, OR REPLACEMENT SERVICE, CONTACT:

(Name) _____
(Address) _____
(City) _____ (State) _____ (ZIP) _____
(Phone) _____ / _____
(signed) _____
(Date) _____ (Typed Name) _____
(Title) _____ (Firm) _____

CONTRACTOR:

State License No: _____
(signed) _____
(Date) _____ (Typed Name) _____
(Title) _____ (Firm) _____

FORM LETTER

END OF SECTION

SECTION 01 78 36

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation and submittal of warranties and bonds.
- B. Time and schedule of submittals.

1.02 RELATED SECTIONS

- A. Contract Closeout Procedures.
- B. Product Requirements
- C. Materials and Equipment
- D. Technical Specifications Sections: Warranties required for specific products or Work.

1.03 WARRANTY REQUIREMENTS

- A. Warranties or bonds shall provide for replacement or reconstruction of failed or defective Work to an acceptable condition complying with the requirements of the Contract Documents. Work shall be restored at no cost to the District regardless of whether the District has benefited from use of the Work for a portion of its anticipated useful service life.
- B. Provide warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work.
- C. When a designated portion of the Work is partially used and/or occupied by the DISTRICT, submit properly executed warranties within ten (10) days of the Partial Use or Occupancy of the designated portion of the Work
- D. Verify that documents are in proper form, contain full information and are notarized.
- E. DISTRICT Recourse: Expressed warranties made to DISTRICT are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which DISTRICT can enforce such other duties, obligations, rights, or remedies.

1.04 FORM OF SUBMITTALS

- A. Prepare duplicate binders, commercial quality, 8-1/2 x 11 inch, three-ring side binders with hardback, cleanable, plastic covers.

- B. Label cover and spine of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project. Number separate volumes in order.
- C. Table of Contents: Typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification Section in which specified and the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. Use paper of durable, long-lasting quality. List Subcontractor, supplier, and manufacturer, with name, address and telephone number of responsible principal.

1.05 TIME OF SUBMITTALS

- A. Except for specifically authorized exceptions, the date for beginning the period of warranty shall be the Date of Substantial Completion.
- B. For equipment or component parts of equipment put into service during construction with District's permission, submit documents within ten (10) days after acceptance.
- C. Make other submittals within ten (10) days after Date of Substantial Completion prior to final Application for Payment.
- D. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

GUARANTEE

We hereby guarantee that the **Category No.** _____, which we have installed for **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** at **PROJECT NAME** has been performed in accordance with the requirements of the Contract Documents and that the work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such work that may prove to be defective in workmanship or material together with any other adjacent work which may be displaced in connection with such replacement within a minimum period of **ONE (1) YEAR** (see individual trade specifications for more stringent requirements) from the date of acceptance of the above-mentioned project by **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) working days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned, who will pay the costs and charges therefore upon demand.

PRIME CONTRACTOR

SIGNED: _____

NAME

Representatives to be contacted for service subject to terms of contract:

NAME: _____

ADDRESS: _____

PHONE #: _____

**CONTRACTOR'S CERTIFICATE
REGARDING ASBESTOS MATERIAL**

This form is to be submitted at the time final billing is provided.

"I certify that all the materials and supplies installed under this

(Name of Contract)

contract are free of asbestos-containing materials."

Date

Official Name of Contractor

By

Title

Signature

END OF SECTION

SECTION 01 79 00
DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

- A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
- B. Training of District personnel in care, cleaning, maintenance, and repair is required for:
 - 1. Fixtures and fittings.
 - 2. Items specified in individual product Sections.

1.02 RELATED REQUIREMENTS

- A. Section 01 78 00 - Closeout Submittals: Operation and maintenance manuals.
- B. Other Specification Sections: Additional requirements for demonstration and training.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures; except:
 - 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
 - 2. Submit one copy to the Commissioning Authority, not to be returned.
 - 3. Make commissioning submittals on time schedule specified by Commissioning Authority.
 - 4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2003 preferred.
- B. Draft Training Plans: District will designate personnel to be trained; tailor training to needs and skill-level of attendees.
 - 1. Each Sub, Design-Builder SubContractor and vendor responsible for training submits a written training plan to the Architect and District Representative for review and approval prior to training.
 - 2. Submit to Commissioning Authority for review and inclusion in overall training plan.
 - 3. Submit not less than four weeks prior to start of training.
 - 4. Revise and resubmit until acceptable.
 - 5. Provide an overall schedule showing all training sessions.
 - 6. Include at least the following for each training session:
 - a. Identification, date, time, and duration.
 - b. Description of products and/or systems to be covered.
 - 1) Equipment list
 - c. Name of firm and person conducting training; include qualifications.
 - d. Intended audience, such as job description.

- e. Objectives of training and suggested methods of ensuring adequate training.
 - 1) Agenda and subjects (design intent, equipment inspections, modes of operation, system interactions, troubleshooting, preventative maintenance, etc.)
 - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
 - g. Media to be used, such as slides, hand-outs, etc.
 - 1) The approved O&M manuals shall be used during the training for equipment specific references.
 - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
- 1. Include applicable portion of O&M manuals.
 - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
 - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
- 1. Identification of each training session, date, time, and duration.
 - 2. Sign-in sheet showing names and job titles of attendees.
 - 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
 - 4. Include Commissioning Authority's formal acceptance of training session.
- E. Video Recordings: Submit digital video recording of each demonstration and training session for District's subsequent use.
- 1. Format: DVD Disc.
 - 2. Label each disc and container with session identification and date.

1.04 QUALITY ASSURANCE

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
- 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
 - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 TRAINING OF OWNER PERSONNEL

- A. The Contractor and Design-Builder SubContractors shall be responsible for training coordination and scheduling and for ensuring that training is completed.
- B. The Commissioning Authority (CA) shall be responsible for reviewing and approving the content of the training of Owner personnel for commissioned equipment.
- C. The specific training requirements of District personnel by Subs, Design-Builder SubContractors and vendors is specified in the Division in which the equipment is specified.
- D. For primary HVAC equipment, the Controls Contractor shall provide a short discussion of the control of the equipment during the mechanical or electrical training conducted by others.
- E. All training on Commissioned equipment or systems shall be documented for LEED requirements by filling out "Training Verification Forms" provided by CA. Design-Builder SubContractors and Controls Contractor to fill out forms and submit to CxC for inclusion in Cx Report by CA

3.02 DEMONSTRATION - GENERAL

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by District.
- B. Demonstrations conducted during Functional Testing need not be repeated unless District personnel training is specified.
- C. Demonstration may be combined with District personnel training if applicable.
- D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
 - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.03 TRAINING - GENERAL

- A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.
- B. Conduct training on-site unless otherwise indicated.
- C. District will provide classroom and seating at no cost to Contractor.
- D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.
- E. Provide training in minimum two hour segments.

- F. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.
- G. Training schedule will be subject to availability of District's personnel to be trained; re-schedule training sessions as required by District; once schedule has been approved by District failure to conduct sessions according to schedule will be cause for District to charge Contractor for personnel "show-up" time.
- H. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
 - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
 - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
 - 3. Typical uses of the O&M manuals.
- I. Product- and System-Specific Training:
 - 1. Review the applicable O&M manuals.
 - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
 - 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
 - 4. Provide hands-on training on all operational modes possible and preventive maintenance.
 - 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 - 6. Discuss common troubleshooting problems and solutions.
 - 7. Discuss any peculiarities of equipment installation or operation.
 - 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
 - 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
 - 10. Review spare parts and tools required to be furnished by Contractor.
 - 11. Review spare parts suppliers and sources and procurement procedures.
- J. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION