



CLIENT FOCUSED. PASSION DRIVEN.

March 10, 2021

TO : All Bidders
FROM : Mark Graham
PROJECT : Bonnie Oehl Elementary School Modernization
1719700.41
SUBJECT : Addendum 1
DSA : 04-118651 / 36-55

The following changes, omissions, and/or additions to the Project Manual and/or Drawings shall apply to proposals made for and to the execution of the various parts of the work affected thereby, and all other conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with the Addendum, and that all trades shall be fully advised in the performance of the work which will be required of them.

Bidder shall acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

In case of conflict between Drawings, Project Manual, and this Addendum, this Addendum shall govern.

1. GENERAL ITEMS

- 1.1 Add attached Limited Asbestos, Lead & Hazardous Materials Assessment Report dated December 21, 2018.

PROJECT MANUAL

- 1.2 Add Division 00 in its entirety. See Division 00 attachments.

Addendum 1
Bonnie Oehl Elementary School Modernization
Project 1719700.41
DSA 04-118651 / 36-55
March 10, 2021
Page 2

1.3 Replace Division 01 in its entirety. See Division 01 attachments.

END OF ADDENDUM 1

Submitted by,



MARK GRAHAM
Architect, AIA
LEED™ GA
NOMA
Principal



MG:SJ:HB/P4171970000x1-add

Attachments: Limited Asbestos, Lead & Hazardous Materials Assessment Report dated
December 21, 2018
Division 00
Division 01



Limited Asbestos, Lead & Hazardous Materials Assessment Report

Presented To:

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Facilities Management, Maintenance & Operations Department
956 W. 9th Street
San Bernardino, CA 92411

Assessment Location:

Bonnie Oehl Elementary School
2525 North Palm Avenue
Highland, CA 92346

EFI Global Project No. 9821502711

December 21, 2018

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1.0 INTRODUCTION

This report presents the results of EFI Global's Asbestos, Lead Based Paint & Hazardous Materials Assessment of Bonnie Oehl Elementary School, located at 2525 North Palm Avenue, Highland, CA 92346 (subject property). This document is prepared for the sole use of the client, and any regulatory agencies that are directly involved in this project. No other party should rely on the information contained herein without prior written consent of the client. The scope of services, inspection methodology, and results are presented below.

The purpose of this inspection and survey is to identify the Lead-Based Paint (LBP), Asbestos Containing Materials (ACM) and other hazardous materials present in rooms B8 and B9 only, per the scope of work requested by the client. This assessment was limited to rooms B8 and B9.

2.0 SCOPE OF WORK

Asbestos

The purpose of this assessment was to conduct bulk sampling in order to determine the presence or absence of ACM within rooms B8 and B9, at the subject property. The scope of this assessment included reviewing any provided building records and/or previous investigation records, visually identifying homogeneous areas and functional spaces, collecting bulk samples of suspect ACM, interpreting the laboratory results, producing a written report of our findings, recommendations, floor plans and approximations of ACM quantities.

Lead-Based Paint

The purpose of this assessment was to perform an inspection for lead-based paint within rooms B8 and B9, at the subject property. To comply with Title 17, EPA and HUD guidelines, painted and varnished surfaces in every accessible "room equivalent" were sampled for the presence of LBP and the condition of the painted surfaces was assessed. The intent was to ascertain the presence of lead-based paint above the federal action level using X-Ray Fluorescence (XRF). If LBP was found, the inspection would identify individual architectural components and their respective concentrations of lead in such a manner that this report would be used to characterize the presence of LBP at this property. The scope of work also included producing a written report of our findings, recommendations, floor plans and approximations of LBP quantities.

PCB and Mercury

The purpose of this assessment was to perform an inspection of the light ballasts, suspect PCB-containing transformers and switchgear, and any mercury containing electrical switches, compact fluorescent light bulbs and thermostats.

Other Hazards

The purpose of this assessment was to perform an inspection and inventory for other universal hazardous waste materials present during the assessment.

3.0 PROPERTY DESCRIPTION

The subject property is an Elementary School. The building construction in the area of the building that was part of the scope of work included drywall and fiberboard walls, 2'x4' ceiling tiles, carpet and vinyl flooring.

4.0 INSPECTOR'S QUALIFICATIONS

The assessment was performed on November 21, 2018, by Robert Gates, a Division of Occupational Safety and Health (DOSH) Certified Site Surveillance Technician and California Department of Public Health (CDPH) Certified Lead Sampling Technician (DOSH Cert No. 15-5508 and LST Cert No. 28602), working under the supervision of Michael Pinkerton, a DOSH Certified Asbestos Consultant and CDPH Certified Lead Inspector/Risk Assessor/Supervisor (DOSH Cert No. 07-4170 and LIAS Cert. No. 19941).

5.0 TESTING PROTOCOL

Asbestos

The sampling was performed in accordance with requirements of the following regulations:

- Asbestos Hazard Emergency Response Act (AHERA); 40 CFR 763 Subpart E
- Asbestos School Hazard Abatement Reauthorization Act (ASHARA); Section 206 of the Toxic Substance Control Act
- National Emissions Standards for Hazardous Air Pollutants (NESHAPS); 40 CFR 61 Subpart M.
- South Coast Air Quality Management District (SCAQMD) Rule 1403

This report is a record of activities, observations, analytical results and recommendations performed to date.

Lead-Based Paint

Testing of the painted surfaces was patterned after the inspection protocol in Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. In every "room equivalent" within the tested property, one representative surface of each "testing combination" was tested. Multiple readings were collected to resolve inconsistencies in the test results.

6.0 REGULATORY LIMITS

Asbestos

Government agencies have promulgated different regulatory threshold levels to classify materials containing asbestos. The levels of asbestos content and the terms used to classify them differ. Listed below are the current regulatory agencies that have defined materials containing asbestos, along with the respective action levels, regulatory terminology and applicability:

Agency / Regulation	Regulatory Code	Action Level (% Weight)	Terminology	Applicability
CAL OSHA	8 CCR Section 341.6(c)	> 0.1%	Asbestos-Containing Construction Material (ACCM)	Removal Work in California
Fed OSHA	29 CFR Section 1926.1101(b)	> 1.0%	Asbestos-Containing Material (ACM)	Removal Work in United States

Agency / Regulation	Regulatory Code	Action Level (% Weight)	Terminology	Applicability
NESHAP	40 CFR Part 61, Subpart M	> 1.0% and Friable	Regulated Asbestos-Containing Material (RACM)	Transport and Disposal of Waste in United States
SCAQMD	RULE 1403	> 1.0%	Asbestos-Containing Material (ACM)	Removal Work, Transport and Disposal of Waste in SCAQMD District

Lead

Government agencies have promulgated different regulatory threshold levels to classify Lead-Based Paint. Some of the established “levels” are quantified in different units of measurement. Listed below are the current regulatory agencies that have defined LBP, along with the respective action level:

Agency	Ordinance #	Action level (mg / cm ²)	Action level (ppm)
HUD / EPA	24 CFR 35.86 & 40 CFR 745.103	1.0 mg / cm ²	5,000 ppm
L.A. County	Title 11, 11.28.010	0.7 mg / cm ²	Not Specified
OSHA / CAL OSHA	29 CFR 1926.62 & Title 8, 1532.1	Not Specified	600 ppm

In recognition of the various action levels the testing results are classified as follows for this report:

- * Painted surfaces with readings at or above 0.7 mg / cm² are considered - Positive
- * Painted surfaces with readings below 0.7 mg / cm² are considered - Negative

The individual readings have been provided on all field data sheets. Any future change in action levels by one of the regulating agencies may affect the classification of results.

For purposes of this survey, any material containing any detectable level of lead is subject to OSHA’s Lead Exposure in Construction Rule (29 CFR Part 1926.62) and CAL/ OSHA Lead in Construction Standard (Title 8 CCR 1532.1). Any work that impacts these materials must be performed in accordance with these and any other applicable standards.

7.0 METHOD OF TESTING

Asbestos

All samples were collected using a clean knife, chisel or the appropriate tools. The sample location was first moistened with water in order to limit dust release. Each sample was extracted carefully so as not to disturb adjacent materials while still penetrating through all layers of the material sampled. Each sample was sealed in the appropriate sized plastic zip lock bag and the bag then labeled with a unique identification number. The sample number, description and location was then recorded on a log and plotted on a floor plan of the structure or area. Sampling tools were cleaned after collecting each sample. Any excess dust or debris from the sample location was cleaned using a moistened cloth. Whenever possible, samples were collected from previously damaged portions of the material in order to minimize damage to the material.

A total of fifteen (15) samples were submitted to EMSL Analytical in Cinnaminson, New Jersey EMSL is accredited under the NIST/NVLAP program for asbestos in bulk material by polarized light microscopy and the State of California for asbestos analysis. NIST/NVLAP lab code 101048-0.

The analyses of the samples in this report were performed using polarized light microscopy using the EPA method 600/R-93/116. The phase abundances provided are visually estimated and expressed as percent area. Total percentage of sample constituents may total greater than 100 due to trace amounts. The limit of detection for this analytical method is less than one percent. In multilayer samples, unless otherwise specified, the asbestos concentration is reported for the layer where asbestos is found. These results lie within the statistical limits of variability calculated for standard reference samples routinely analyzed in the laboratory. On a per sample basis, the accuracy and precision of the results depend on the type of sample and its asbestos content.

Lead-Based Paint

The method employed was X-ray fluorescence (XRF) using a Heuresis PE 200i Cobalt 57. The instrument was operated in “Quick Mode,” where the duration for each test result is determined by a combination of:

- the actual reading relative to the designated action level;
- the age of the radioactive source; and
- the substrate on which the test was taken.

The instrument’s calibration was verified according to the manufacturer's specifications in compliance with the Performance Characteristic Sheet (PCS) developed for this instrument.

The readings from this instrument produce a 95% confidence level that the “lead” reading accurately reflects the actual level of lead in the tested surfaces, relative to the federal action level.

8.0 SUMMARY OF RESULTS

Asbestos

The laboratory results indicate that the following materials are to be treated as ACM or until additional analysis can confirm the actual asbestos content is less than 1%.

- Yellow Flooring Adhesive associated with Multi-Colored Carpeting

All other materials sampled as part of this assessment tested negative for asbestos.

The below table presents the homogenous materials identified during the assessment and the asbestos content of those identified materials. The homogenous materials found to contain asbestos are listed in bold type.

HSA Number	Material Description	Location	Asbestos Content (% weight)	Material Quantity *	Friability **	Condition
1	Yellow Adhesive Associated with Multi Colored Carpet	Room B8 Room B9	<1.0% Chrysotile	2,850 ft²	Non-Friable	Good
2	2’x4’ Ceiling Tiles	Room B8 Room B9	None Detected	-----	Non-Friable	Good
3	Drywall	Room B8 Room B9	None Detected	-----	Non-Friable	Good
4	Drywall Joint Compound	Room B8 Room B9	None Detected	-----	Friable	Good

HSA Number	Material Description	Location	Asbestos Content (% weight)	Material Quantity *	Friability **	Condition
5	Fiberboard	Room B8 Room B9	None Detected	-----	Friable	Good
6	Black 4" Cove Base and Mastic	Room B8 Room B9	None Detected	-----	Non-Friable	Good

* All quantities are approximations and should be verified by an abatement contractor.

** Non-friable materials may be rendered friable during removal by mechanical or other aggressive methods.

Homogeneous materials are defined as surfacing materials, thermal system insulation materials or miscellaneous materials that are uniform in color and texture. Homogenous sample areas are the areas where homogenous materials are located. Multiple sample locations are selected within each homogenous sample area so as to be a true representation of each homogenous material. Typically, a minimum of three (3) samples must be collected from each homogeneous area when sampling materials that may have variable asbestos content because it was batch mixed or applied by different contractors. High asbestos content variability is especially true of surfacing materials (sprayed-on and troweled on materials like plaster, fireproofing, acoustic ceiling, plaster) and thermal system insulation (TSI) used to insulate pipes, boilers, tanks or ducts to prevent heat loss. As many as 9 samples may be collected of surfacing materials when they cover large surface areas.

It should be pointed out that materials appear to be homogeneous may in fact be different materials, installed at different times and have different material content in terms of asbestos; only laboratory testing can determine whether they are really the same homogeneous area.

Lead-Based Paint

A total of twenty-nine (29) XRF readings were collected to test painted and coated surfaces for lead-based paint (LBP). The results are summarized in Section 3.1 and the table of results attached in Appendix III.

Sampling for this inspection was representative and any components that were not tested but similar to those components that tested positive for LBP shall be considered and treated as lead laden.

None of the painted components tested by XRF are at or above the respective levels considered to be lead-based paint (LBP); however, paint may contain detectable levels of lead in the coatings which make work impacting those surfaces subject to the Cal / OSHA Lead in Construction Standard (Title 8 CCR 1532.1).

A total of two (2) paint chip samples were collected during the assessment for confirmation purposes. The following table identifies the results of the paint chip samples:

Sample Number	Material	Location	Lead Content (%)	Quantity (Sq. Inch)	Condition
112118-1LB-RG	Red Paint on Metal Door Frame	Room B9	<0.0110	2	Good
112118-2LB-RG	Red paint on Metal Door	Room B9	0.47	2	Good

The results of the paint chip samples confirm the results of the XRF sampling outlined above.

PCB and Mercury

Fluorescent Light Ballasts

Fluorescent light ballasts that contain PCBs are considered hazardous and are regulated by the California EPA DTSC. Ballasts manufactured prior to January 1, 1978, and that are not labeled “No PCBs” must be considered PCB containing unless testing proves otherwise. TRC inspected select fluorescent light ballasts present within Building 11A, all of which were observed to contain the “No PCBs” labeling and were therefore determined to not house PCB containing cooling oils. However, if during any future renovation/demolition activities, fluorescent light ballasts devoid of the “No PCBs” labeling are encountered they must be disposed of as PCB containing unless tested to establish otherwise in accordance with Title 22, division 4.5 of the CCR “Universal Waste Rule.

During the assessment, EFI Global inspected approximately 4 light fluorescent light ballasts and confirmed the presence of the “No PCBs” label on each inspected ballast.

Fluorescent Light Bulbs

All fluorescent lights contain varying percentages of mercury. The Environmental Protection Agency (EPA) has tested fluorescent light bulbs for mercury based on the Toxicity Characteristic Leaching Procedure (TCLP). All fluorescent light bulbs observed did not show any markings showing the “Hg” stamp.

Mercury Containing Thermostats

During the assessment, two mercury containing thermostat switches were observed in Rooms B8 and B9.

High Intensity Discharge (HID) Lamps

During the assessment, no HID Lamps were observed within Rooms B8 and B9.

Emergency Exit Signs

All emergency exit signs were labeled as being powered with LED lights and are therefore non-hazardous.

PCB Containing Transformers

No transformers were located within rooms B8 and B9.

9.0 RECOMMENDATIONS

Asbestos

Samples that were reported to contain less than one percent (<1%) asbestos by standard PLM analysis should be further analyzed using the 1000 point count method. This analysis method has a lower detection limit and is required to verify that the asbestos content is indeed below the threshold limit of 1% asbestos by weight to characterize the material as ACM. Without performing the 1000 point count, these materials should be treated as asbestos-containing material (ACM).

If materials found to contain asbestos and/or presumed to contain asbestos may be impacted during renovation or demolition activities, by law, they must first be abated and properly disposed of by a licensed asbestos abatement contractor prior to such work. Contractors are licensed for asbestos-related work by the California Department of Industrial Relations (DIR) Department of Occupational Safety and Health (DOSH). A list of contractors with current licenses may be found at <https://www.dir.ca.gov/databases/doshacru/acrusearch.html>.

Any suspect materials, that are not identified above and may be impacted during work activities, must be presumed to contain asbestos until laboratory analysis of an adequate number of samples proves otherwise.

It is highly recommended that abatement monitoring be performed by the asbestos consultant if asbestos abatement is to be performed while non-abatement persons (employees, tenants, other building occupants, or general public) are present in adjacent areas. Abatement monitoring includes the collection of air samples in adjacent areas to demonstrate that asbestos fibers are not migrating out of the regulated areas. In addition to air sampling, the monitoring includes oversight of the abatement contractor to ensure that the work is being conducted in compliance with all applicable regulations and in accordance with the scope of work and abatement specifications. Such abatement monitoring services can reduce risk and limit the legal liabilities of the building owner.

Lead-Based Paint

Paint found not to contain lead levels considered to be LBP may still contain detectable levels of lead in the coatings which make work impacting those surfaces subject to Cal / OSHA Lead in Construction Standard 1532.1. This standard requires that respiratory protection and containment is used when performing “trigger tasks” until results of personal air monitoring indicate that workers are not exposed to lead above the action level or permissible exposure level. Additionally, the demolition or removal of lead or components with lead coatings is subject to Title 17, Division 1, Chapter 8 of the California Code of Regulations.

Should the contractor choose not to remove the lead-based paint materials and demolish the structure in its entirety with the lead-paint components in place, it is recommended that the contractor stabilize the LBP components prior to demolition and then collect samples representative of the entire mass of the prospective waste stream be collected by the contractor. These samples should then be analyzed according to the United States Environmental Protection Agency (EPA) and the California Department of Toxic Substances Control (DTSC) prior to disposal facility acceptance.

PCB and Mercury

All fluorescent light bulbs and thermostats located throughout the building should be removed, disposed of or recycled as Mercury containing waste. All light tubes should be handled and containerized properly, in a manner to prevent breaking and potentially releasing mercury.

California does not permit disposal of mercury containing light fixtures in landfills. Recycling information and schedules provided by the EPA and the Los Angeles Department of Public Works can be obtained online via the following websites:

- <http://www.epa.gov/bulbrecycling>
- <http://ladpw.org/epd/hhw/schedule.cfm>.

Of the random inspection performed, all ballasts were marked with the “No PCB” designation on the label. However, during the demolition activities all ballasts that are not designated as “PCB Free” on the label should be treated as PCB containing and disposed of properly. The removal and disposal of the ballasts that are not labeled to contain “No PCB” should follow all regulations outlined in the Toxic Substance Control Act (TSCA). Based on the amount of ballasts being removed and disposed of, the disposal of the ballasts may fall under the Small Capacitor Disposal Rule, which indicated that small amounts of “non-leaking” PCB ballasts may be disposed of in permitted landfills. However, if the ballasts are, at the time of removal and disposal leaking, the ballasts have to be disposed of as regulated PCB waste.

10.0 INSPECTION LIMITATIONS

The inspection and testing report is based on the condition of the subject property existing and apparent on the precise time and exact date of the inspection. Not all conditions may be apparent on the inspection and testing date due to weather conditions, inoperable systems, inaccessibility of areas of the subject property, or for other reasons.

EFI Global has prepared this report for the exclusive use of its client. EFI Global, in performing its professional services, has applied scientific judgment that it believes is consistent with industry standards. EFI Global inspected structures and/or contents in a good faith effort to observe pertinent detail. Due to the limitations of time, access, and other variables, certain details may have been overlooked. EFI Global has relied in good faith upon the information and representations of others in the preparation of this report and the opinions expressed herein. Accordingly, EFI Global accepts no responsibility for deficiencies, omissions, misrepresentations, or fraudulent acts of persons interviewed.

EFI Global assumes no liability for any loss, injury, claim, or damage arising directly or indirectly from any use or reliance on this report or the opinions expressed herein. EFI Global makes no warranty, express or implied. This report is limited only to the samples taken and locations sampled. Additional sampling may be needed to further identify other pollutants or asbestos affected areas inside the property.

In as much that no destructive investigation has been performed during the survey, the report may not reveal concealed asbestos-containing materials. Subsequently, additional investigation including construction documents review and/or destructive investigation is recommended as a precaution to prevent accidental exposure when construction or demolition is planned for this facility

Thank you for the opportunity to work with you on this project. Please contact the undersigned at (310) 854-6300, if you have questions or if additional services are necessary.

Survey and Report by:



Michael Pinkerton
DOSH Certified Asbestos Consultant No. 07-4170
CDPH Certified Lead Inspector/Assessor No. 19941

APPENDICES

Appendix A – ASBESTOS SAMPLE RESULTS



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 041834828

Customer ID: 32ANDE85

Customer PO:

Project ID:

Attention: Robert Gates

EFI Global, Inc.

5261 West Imperial Highway

Los Angeles, CA 90045

Phone: (888) 705-6300

Fax:

Received Date: 11/23/2018 9:10 AM

Analysis Date: 11/25/2018 - 11/27/2018

Collected Date: 11/21/2018

Project: 9821502711 / San Bernardino City Unified School District HazMat / Oehl Elementary

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
112118-1A-RG 041834828-0001	Room B9 - North Center - Yellow Adhesive associated with Multi Colored Carpet	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112118-1B-RG 041834828-0002	Room B9 - Southeast - Yellow Adhesive associated with Multi Colored Carpet	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112118-1C-RG 041834828-0003	Room B8 - Southwest - Yellow Adhesive associated with Multi Colored Carpet	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
112118-2A-RG 041834828-0004	Room B9 - Northeast - 2'x4' White Ceiling Panel	Gray/White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
112118-2B-RG 041834828-0005	Room B9 - East South - 2'x4' White Ceiling Panel	Gray/White Fibrous Homogeneous	40% Cellulose 40% Min. Wool	20% Non-fibrous (Other)	None Detected
112118-2C-RG 041834828-0006	Room B8 - Southwest - 2'x4' White Ceiling Panel	White Fibrous Homogeneous	50% Cellulose 30% Min. Wool	20% Non-fibrous (Other)	None Detected
112118-3A-RG-Drywall 041834828-0007	Room B9 - North Wall - Center - Drywall	White Fibrous Homogeneous	15% Cellulose 5% Glass	80% Non-fibrous (Other)	None Detected
112118-3A-RG-Joint Compound 041834828-0007A	Room B9 - North Wall - Center - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112118-3B-RG-Drywall 041834828-0008	Room B9 - East Wall - South - Drywall	White Fibrous Homogeneous	15% Cellulose 5% Glass	80% Non-fibrous (Other)	None Detected
112118-3B-RG-Joint Compound 041834828-0008A	Room B9 - East Wall - South - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112118-3C-RG-Drywall 041834828-0009	Room B8 - South Wall - West - Drywall	Brown/White Fibrous Homogeneous	15% Cellulose 5% Glass	80% Non-fibrous (Other)	None Detected
112118-3C-RG-Joint Compound 041834828-0009A	Room B8 - South Wall - West - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112118-4A-RG 041834828-0010	Room B9 - North Wall - East - Fiberboard	Brown Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected
112118-4B-RG 041834828-0011	Room B9 - South Wall - East - Fiberboard	Brown Fibrous Homogeneous	85% Cellulose	15% Non-fibrous (Other)	None Detected

Initial report from: 11/25/2018 21:00:53



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com / cinnasblab@EMSL.com>

EMSL Order: 041834828

Customer ID: 32ANDE85

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
112118-4C-RG <i>041834828-0012</i>	Room B8 - West Wall - North - Fiberboard	Brown/White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
112118-5A-RG-Cove Base <i>041834828-0013</i>	Room B9 - North Wall - Center - Black Cove Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112118-5A-RG-Adhesiv e <i>041834828-0013A</i>	Room B9 - North Wall - Center - Adhesive	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112118-5B-RG-Cove Base <i>041834828-0014</i>	Room B9 - South Wall - East - Black Cove Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112118-5B-RG-Adhesiv e <i>041834828-0014A</i>	Room B9 - South Wall - East - Adhesive	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112118-5C-RG-Cove Base <i>041834828-0015</i>	Room B8 - South Wall - West - Black Cove Base	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112118-5C-RG-Adhesiv e <i>041834828-0015A</i>	Room B8 - South Wall - West - Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Keishla Vazquez Caraballo (7)

Laura Kantor (10)

Maxwell Taylor (4)

Benjamin Ellis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367

Initial report from: 11/25/2018 21:00:53

Laboratory Chain of Custody

	3hr	6hr	24hr	48hr	72hr
Standard					

Sample No.:	Sample Location & Comments	Start Flow Rate End Flow Rate	Start Time Stop Time	Total Volume Area/SQFT	Type of Analysis Sample Serial Number
	Please see attached				Analysis Type: PLM Serial No.:
					Analysis Type: Serial No.:
					Analysis Type: Serial No.:
					Analysis Type: Serial No.:
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					Analysis Type: Serial No.:

RECEIVED
 EMSL
 CINNAMINSON,
 18 NOV 23 AM 10

RECEIVED
EMSL
CINNAMINSON, N.J.
18 NOV 23 AM 10:2

Special Instructions:	Stop Positive:	E-mail to Additional Party:
	Yes No	Michael.Pinkerton@EFIGlobal.com Robert.Gates@EFIGlobal.com

HOMOGENOUS MATERIALS IDENTIFICATION TABLE

PROJECT NUMBER: 9821502711

PROJECT NAME: San Bernardino Unified School District Hazmat

PROJECT LOCATION: Oehl Elementary

DATE: 11-21-18

COMPLETED BY: Robert Gates

HOMOGENOUS IDENTIFICATION NUMBER	MATERIAL DESCRIPTION	MATERIAL LOCATIONS
1	Yellow Adhesive Associated to Multi Colored Carpet	Rooms B8 and B9 ↓
2	2'x4' White Ceiling Panel	
3	Drywall and Joint Compound	
4	Fiber Board	
5	Black Cove Base with Adhesive	

RECEIVED
EMSL
CINNAMILTON, NJ
18 NOV 23 AM 10:20

ASBESTOS FIELD BULK SAMPLE TABLE

PROJECT NUMBER: 9821502711

PROJECT NAME: San Bernardino Unified School District Hazmat

PROJECT LOCATION: Oehl Elementary

DATE: 11-21-18

COMPLETED BY: Robert Gates

SAMPLE NUMBER	SAMPLE DESCRIPTION	SAMPLE LOCATION	APPROX. SQUARE FOOTAGE	CONDITION	HOMOGENOUS APPLICATION
112118-1A - RG	Yellow Adhesive Associated with Multi colored carpet	Room B9 - North west - Center Rt	2,850	F / NF G D SD	S / TSI / MISC
1B		↓ - Southeast		F / NF G D SD	S / TSI / MISC
1C		Room B8 - southwest		F / NF G D SD	S / TSI / MISC
2A	2'x4' White Ceiling Panel	Room B9 - Northeast		F / NF G D SD	S / TSI / MISC
2B		↓ - East Wall - South Rt		F / NF G D SD	S / TSI / MISC
2C		Room B8 - southwest		F / NF G D SD	S / TSI / MISC
3A	Dry wall and Joint Compound	Room B9 - North Wall - Center	400	F / NF G D SD	S / TSI / MISC
3B		↓ - East Wall - South		F / NF G D SD	S / TSI / MISC
3C		Room B8 - South Wall - West		F / NF G D SD	S / TSI / MISC
4A	Fiber Board	Room B9 - North Wall - East	2,000	F / NF G D SD	S / TSI / MISC
4B		↓ - South Wall - East		F / NF G D SD	S / TSI / MISC
4C		Room B8 - South Wall West - North		F / NF G D SD	S / TSI / MISC

ASBESTOS FIELD BULK SAMPLE TABLE

PROJECT NUMBER: 9821502711

PROJECT NAME: San Bernardino Unified School District Hazmat

PROJECT LOCATION: Oehl Elementary

DATE: 11-21-18

COMPLETED BY: Robert Gates

SAMPLE NUMBER	SAMPLE DESCRIPTION	SAMPLE LOCATION	APPROX. SQUARE FOOTAGE	CONDITION	HOMOGENOUS APPLICATION
112118-5A-R6	Black Cove Base with Adhesive	Room B9 - North Wall - center	250	F / NF G D SD	S / TSI / MISC
↓ 5B ↓	↓	↓ - South Wall - East	↓	F / NF G D SD	S / TSI / MISC
↓ 5C ↓	↓	Room B8 - South Wall - West	↓	F / NF G D SD	S / TSI / MISC
				F / NF G D SD	S / TSI / MISC
				F / NF G D SD	S / TSI / MISC
				F / NF G D SD	S / TSI / MISC
				F / NF G D SD	S / TSI / MISC
				F / NF G D SD	S / TSI / MISC
				F / NF G D SD	S / TSI / MISC
				F / NF G D SD	S / TSI / MISC
				F / NF G D SD	S / TSI / MISC
				F / NF G D SD	S / TSI / MISC

RECEIVED
EMSL
CINNAMON, NJ
18 NOV 23 AM 10:20

Appendix B – LEAD-BASED PAINT TABLE

Date	Sample #	Pb (mg/cm2)	+/-	Result	Location	Side	Color	Substrate	Component	Condition
11/19/2018	1	1.2	0.3	POS	-	-	-	-	Calibration	-
11/19/2018	2	1.1	0.3	POS	-	-	-	-	Calibration	-
11/19/2018	3	1.1	0.3	POS	-	-	-	-	Calibration	-
11/19/2018	4	-0.1	0.3	NEG	-	-	-	-	Calibration	-
11/19/2018	5	0	0.3	NEG	Room B8	East	Dark Red	Metal	Door	Intact
11/19/2018	6	0	0.3	NEG	Room B8	East	Dark Red	Metal	Door Frame	Intact
11/19/2018	7	0.1	0.3	NEG	Room B8	East	White	Drywall	Wall	Intact
11/19/2018	8	-0.1	0.3	NEG	Room B8	North	White	Brick	Wall	Intact
11/19/2018	9	0	0.3	NEG	Room B8	South	Beige	Fiber Board	Wall	Intact
11/19/2018	10	0.1	0.3	NEG	Room B8	East	White	Drywall	Soffit	Intact
11/19/2018	11	0.3	0.3	NEG	Room B8	West	Beige	Fiber Board	Wall	Intact
11/19/2018	12	0	0.3	NEG	Room B8	North	Beige	Fiber Board	Wall	Intact
11/19/2018	13	0	0.3	NEG	Room B8	South	Beige	Fiber Board	Wall	Intact
11/19/2018	14	0	0.3	NEG	Room B8	South	White	Drywall	Wall	Intact
11/19/2018	15	0.1	0.3	NEG	Room B8	West	Tan	Wood	Column	Intact
11/19/2018	16	-0.2	0.3	NEG	Room B8	West	Brown	Wood	Door	Intact
11/19/2018	17	0	0.3	NEG	Room B9	North	Beige	Fiber Board	Wall	Intact
11/19/2018	18	0	0.3	NEG	Room B9	South	Beige	Fiber Board	Wall	Intact
11/19/2018	19	0	0.2	NEG	Room B9	East	Beige	Fiber Board	Wall	Intact
11/19/2018	20	-0.2	0.3	NEG	Room B9	East	White	Brick	Wall	Intact
11/19/2018	21	0.1	0.3	NEG	Room B9	East	White	Drywall	Soffit	Intact
11/19/2018	22	0.2	0.3	NEG	Room B9	North	White	Drywall	Wall	Intact
11/19/2018	23	0	0.3	NEG	Room B9	West	Tan	Wood	Column	Intact
11/19/2018	24	0.3	0.2	NEG	Room B9	East	Dark Red	Metal	Door	Intact
11/19/2018	25	0.2	0.3	NEG	Room B9	East	Dark Red	Metal	Door Frame	Intact
11/19/2018	26	1.1	0.3	POS	-	-	-	-	Calibration	-
11/19/2018	27	1.1	0.3	POS	-	-	-	-	Calibration	-
11/19/2018	28	1.1	0.2	POS	-	-	-	-	Calibration	-
11/19/2018	29	-0.1	0.3	NEG	-	-	-	-	Calibration	-

**EMSL Analytical, Inc.**

200 Route 130 North, Cinnaminson, NJ 08077

Phone/Fax: (856) 303-2500 / (856) 786-5974

<http://www.EMSL.com>cinnaminsonleadlab@emsl.com

EMSL Order: 201813525

CustomerID: 32ANDE85

CustomerPO:

ProjectID:

Attn: **Robert Gates**
EFI Global, Inc.
5261 West Imperial Highway
Los Angeles, CA 90045

Phone: (888) 705-6300
Fax:
Received: 11/23/18 10:00 AM
Collected: 11/21/2018

Project: **9821502711 / San Bernardino City Unified School District HazMat****Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)***

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>Lead Concentration</i>
112118-1LB-RG	201813525-0001	11/21/2018	11/26/2018	0.1780 g	<0.011 % wt
Site: Dark Red Paint Chip - Metal - Door Frame					
112118-2LB-RG	201813525-0002	11/21/2018	11/26/2018	0.2559 g	0.47 % wt
Site: Dark Red Paint Chip - Metal - Door					

Phillip Worby, Lead Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01

Initial report from 11/27/2018 10:25:15

201813525

Turn Around Time - (Circle)

***Please select based on laboratory being used**

3hr	6hr	24hr	48hr	72hr
-----	-----	------	------	------

Standard

Engineering, Fire &
Environmental Services

Laboratory Chain of Custody

Andersen Environmental Project No.:	Project Name:	Sampling By:	Number of Samples:	Date(s) Collected:	Page No.:		Total Pages
9821502711	San Bernardino City Unified School District HazMat	Robert Gates	2	11-21-18	1	Of	1

[illegible]

Special Instructions:	Stop Positive:		E-mail to Additional Party:
	Yes	No	Michael.Pinkerton@EFIGlobal.com Robert.Gates@EFIGlobal.com

Appendix C — INSPECTOR’S CERTIFICATION(S)



Mr. Michael W. Pinkerton
EFI Global
5261 West Imperial Highway
Los Angeles, California 90045



DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Occupational Safety and Health

Asbestos Unit

2424 Arden Way, Suite 495

Sacramento, CA 95825-2417

(916) 574-2993 Office (916) 483-0572 Fax

<http://www.dir.ca.gov/dir/databases.html>actu@dir.ca.gov

703074170C

300

March 21, 2018

Michael W Pinkerton
14145 Almond Grove Court
Corona CA 92880

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address, fax number or email; of any changes in your contact/mailling information within 15 days of the change.

Sincerely,

Jeff Ferrell
Senior Safety Engineer

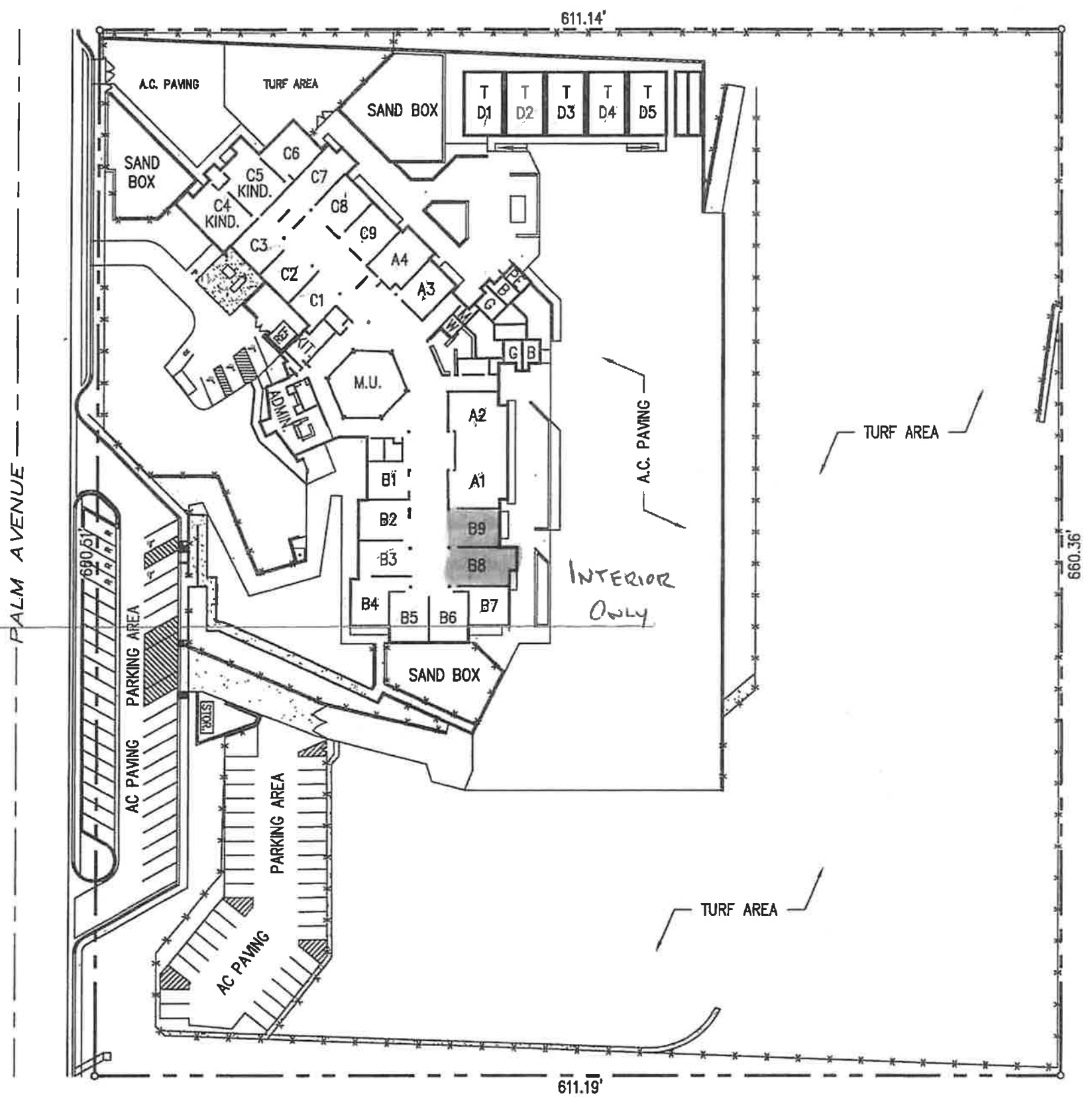
Attachment: Certification Card

cc: File

Renewal – Card Attached (Revised 10/24/2012)



Appendix D – MAPS/FLOOR PLANS



SCALE: 1"=100'-0"
SITE AREA: 9.35 ACRES

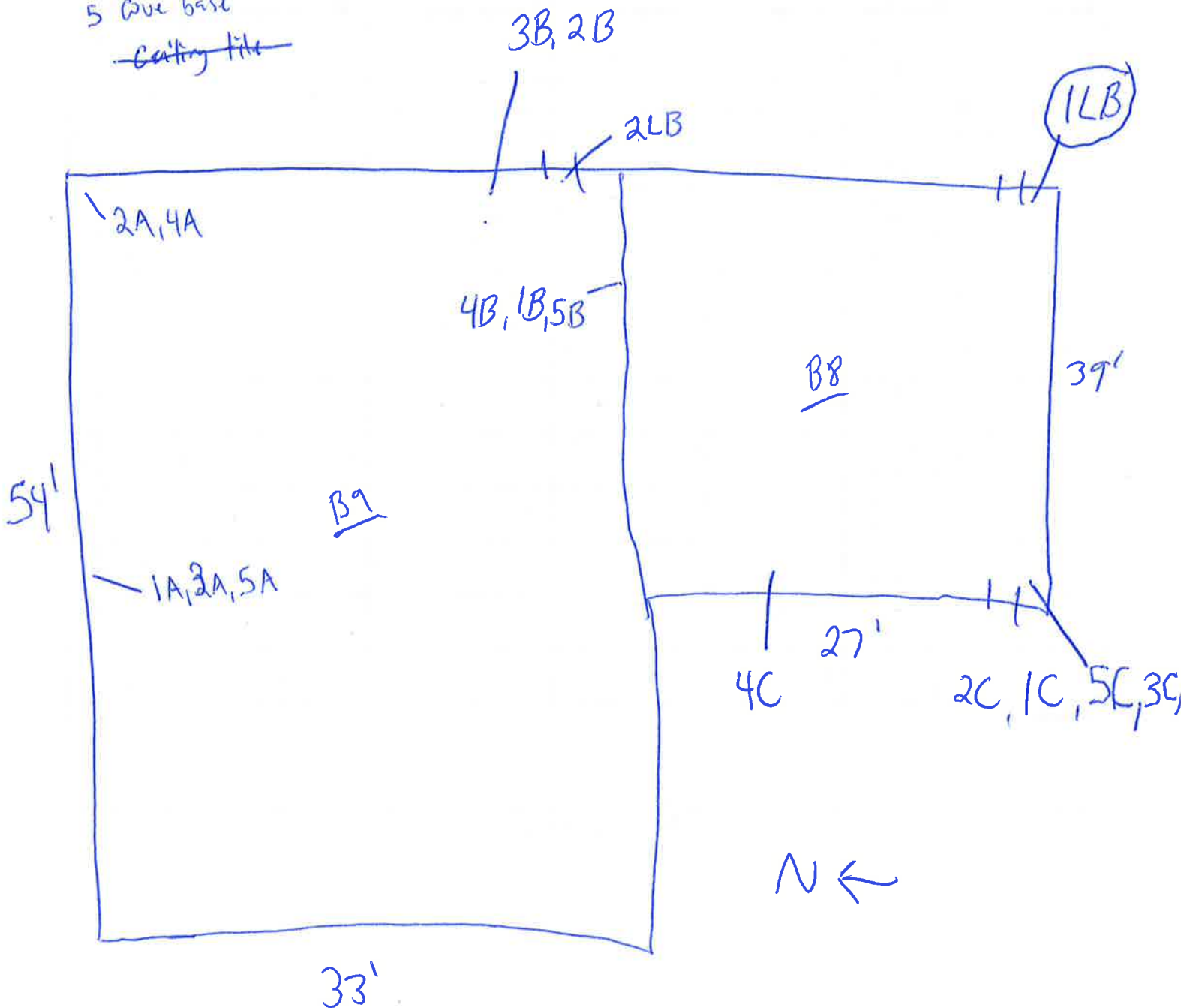
A.P.N. 1199-061-35	PLOT PLAN	DRAWN R.H.E.
	OEHL ELEMENTARY SCHOOL	DATE 01-01-12
	SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT SAN BERNARDINO, CALIFORNIA	SHEET NO. 1 OF 1 SHEET

B9 - Library

- 1 Carpet
 - 2 ceiling tile panel
 - 3 drywall
 - 4 temp walls
 - 5 Cove base
- ~~Ceiling tile~~

B8 Class Rm

- 1 Carpet
- 2 ceiling tile panel
- 3 drywall
- 4 temp walls
- 5 Cove base



PROJECT MANUAL

Division 00

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

FOR

F21-02 OEHL ES - MODERNIZATION

at

Bonnie Oehl Elementary School

San Bernardino, CA

DSA Application No. 04-118651

Bid No. 21-02

**San Bernardino City Unified School District
777 North F Street, San Bernardino, CA 92410**

**PBK -WLC
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730**

MARCH 2021

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District (“DISTRICT”) invites sealed bids for **F21-02 Oehl Elementary School - Modernization**

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 (BOE) Building located at 777 North F Street, San Bernardino, CA 92410. **The Bids are due at 2:00 p.m. on Thursday, April 29, 2021.**

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 Board of Education Building (BOE), BOE 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 Crisp Imaging PlanWell Service online by clicking on ‘PUBLIC PLANROOM’ at www.crispimg.com after Thursday, March 11, 2021. There is a refundable deposit of one hundred fifty dollars (\$150.00) 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 Crisp Imaging 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 Crisp Imaging’s current rates at that time.

Crisp Imaging
3180 Pullman Street
Costa Mesa, CA 92626
Phone: (866) 632-8329
Public Plan Room: www.crispimg.com

Bid documents will be available at Crisp Imaging for viewing after Thursday, March 11, 2021. 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 Architect Representative, **Slade Johnson via email at slade.johnson@pbk-wlc.com**. The deadline to submit Requests for Bid Information ("RFBI") is 4:00pm on Monday, April 19, 2020. All Responses to Requests for Bid Information, clarifications and/or addenda will be issued no later than Friday, April 23, 2021 and will be issued to plan holders or registered plan reviewers only. Such responses will be posted at Crisp Imaging public plan room website at www.crispimg.com. Digital copies are considered an accepted form of Addenda delivery method.

PROJECT DELIVERY METHOD AND REQUIRED LICENSES: The work under this bid will be performed via a single prime contract and all bidders to be considered responsive shall hold the following license(s):

General Contractor	B
--------------------	---

Department of Industrial Relations (DIR) compliance A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

PREQUALIFICATION APPLICATION FROM BIDDERS: REQUIRED – Due Thursday, April 15, 2021.

As a condition of submitting a bid for this Project, and in accordance with California Public Contract Code section 20111.6, prospective bidders are required to submit to the District a completed set of prequalification documents on forms provided by the District. These documents will be the basis for determining which bidders are qualified to bid on this Project.

Bids will not be accepted if a Contractor has not been prequalified where prequalification is required. Prequalification documents are available from the San Bernardino City Unified School District Website at <https://sbcusdfacilities.com/wp-content/uploads/2020/10/Prequalification-Application-OCT-2020.pdf> and at Facilities Planning & Development Department, 956 W. 9th Street, San Bernardino, CA 92411.

Prequalification documents must be submitted by **Thursday, April 15, 2021 at 4:00 PM**. Contractors will be notified by email of their prequalification rating within a reasonable period of time after submission of their prequalification documents, but not less than five business days prior to the bid-opening date or **April 22, 2021**.

If this Project includes work that will be performed by mechanical, electrical or plumbing (“MEP”) subcontractors (contractors that **hold** C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses), such MEP subcontractors must also be prequalified. A list of prequalified MEP subcontractors will be made available by the District to all bidders at least five business days prior to the bid opening date. It is the responsibility of the bidder to ensure that all MEP subcontractors **holding** an A, B or any of the licenses listed above are properly prequalified before submitting a bid. This prequalification requirement applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor **holds** one of the licenses listed above.

SCOPE OF WORK: The Scope of the work includes but is not limited to: Upgrades to restrooms with new fixtures and new equipment. Some tile work will be required along with some concrete work. Modernization of the current open library plan to an enclosed library with computer lab and reading room, which includes new carpet, new paint and drywall work, new storefront glass, LVT flooring, power, data and fire alarm items. New doors, and reworking of wood stud framing, ceilings, and existing thresholds and new signage. On the exterior work includes: updating the parking stalls to ADA compliance, and fixing path-of-travel concrete work.

BUSINESS ENTERPRISE (DVBE) PARTICIPATION GOAL AND REQUIREMENTS: bidders must meet the requirements set forth in Public Contract Code section 10115 et seq., Military and Veterans Code section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise (“DVBE”) Programs. Forms are included in the Bid Package.

PRE-BID CONFERENCES AND JOB WALKS A non-mandatory pre-bid conference and job walk will be held at the site on Tuesday, March 23, 2021 at 9:00 a.m.

Site: Oehl Elementary School, 2525 N Palm Ave, Highland, CA 92346 (Meet at the Administration Area)

IMPORTANT DATES:

First Publication	Thursday, March 11, 2021
Second Publication	Thursday, March 18, 2021
Pre-Bid Conference and Job Walk	Tuesday, March 23, 2021 at 9:00 a.m.
Pre-Qualification Application Due	Thursday, April 15, 2021
RFI Due	Monday, April 19, 2021 by 4:00 p.m.
Addendum Due	Friday, April 23, 2021
Pre-Qualification Notice to Bidders	Thursday, April 22, 2021
Bid Opening	Thursday, April 29, 2021 at 2:00 p.m.
Bid Posting on Facilities Website	Friday, April 30, 2021
Tentative Board Meeting	Tuesday, June 8, 2021
NOA Issued (Tentative)	Wednesday, June 9, 2021

END of NOTICE INVITING BID

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INSTRUCTIONS TO BIDDERS

1. **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.

2. **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 Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. 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.

3. **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 venture partner.

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.

4. 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.**

5. 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.

6. 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 and all other documents and requirements that are attached to and/or contained in the Project Manual or other documents issued to bidders. 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.

7. 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 therefore.

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

8. Agreements, Insurance and Bonds. The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the forms and amounts of surety bonds and insurance endorsements which CONTRACTOR 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.

9. 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, 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, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include

in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

Submit to:
District's Design Representative
Slade Johnson
Slade.johnson@pbk-wlc.com

Cc to:
District's Facilities Officer
Nellie J. Karbum
Nellie.karbum@sbcusd.k12.ca.us

Cc to:
District's Project Manager
Aaron Miank
Aaron.miank@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 **nine (9)** days prior to bid opening. Requests received less than **nine (9)** days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the DISTRICT not less than seventy-two (72) hours prior to bid opening.

10. 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.

11. 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.**

12. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the DISTRICT's Director of Facilities Planning and Development not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. 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 fifteen (15) calendar days of receipt of the protest, unless factors beyond the DISTRICT's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the DISTRICT's Administrator of Operations, or their designee, within three (3) business days after receipt of the DISTRICT's written decision on the bid

protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Administrator of Operations
956 West 9th Street
San Bernardino, CA 92407

c. Appeal Review: The Administrator of Operations or their designee shall review the decision on the bid protest from the Facilities Planning and Development Director 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 Administrator of Operations or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal 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 this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written 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 and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

13. 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.

14. 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 and complexity involved.

15. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers 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.) Pursuant

to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

16. 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.

17. CONTRACTOR's License. To perform the work required by this notice, the CONTRACTOR must possess the CONTRACTOR's License as specified in the Notice Inviting Bids, and the CONTRACTOR must maintain the license throughout the duration of the contract. If, at the time of bid, 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.

18. 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.

19. Preference for Materials and Substitutions.

a. 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.

b. 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 as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 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 Contract Time.

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, Specifications, 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.

20. 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.

21. 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. If, in the DISTRICT's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the DISTRICT may deem such bid non-responsive. A bid may be determined by the DISTRICT to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the DISTRICT even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

22. Employment of Apprentices. The CONTRACTOR and all Subcontractors shall comply with the 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 able occupations, regardless of any other contractual or employment relationships alleged to exist.

23. Non-Collusion Declaration. Public Contract Code section 7106 requires bidders to submit 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.

24. Wage Rates, Travel and Subsistence.

a. 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 section 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.

b. 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.

c. 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.

d. 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.

25. DIR Registration of CONTRACTOR and Subcontractors. A CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered CONTRACTOR to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the CONTRACTOR is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each CONTRACTOR bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section

1725.5 throughout the duration of the Project. For more information and up to date requirements, CONTRACTORS are recommended to periodically review the DIR's website at www.dir.ca.gov. CONTRACTOR shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall CONTRACTOR be granted increased payment from the DISTRICT or any time extensions to complete the Project as a result of CONTRACTOR's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The CONTRACTOR and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The DISTRICT reserves the right to withhold contract payments if the DISTRICT is notified, or determines as the result of its own investigation, that CONTRACTOR is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the DISTRICT. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

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

27. Obtaining Bidding Documents. Bidding Documents, may be obtained from:

Crisp Imaging
3180 Pullman Street
Costa Mesa, CA 92626
Phone: (866) 632-8329
Public Plan Room: www.crispimg.com

NOTE: There will be a **\$150.00** refundable charge to purchase each set of bid documents. No partial sets will be available. Eligible deposits will be refunded upon return of said documents to Crisp Imaging in good acceptable condition within five (5) business days after bids are opened.

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.

28. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the 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 DISTRICT notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda 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. Addenda issued by the DISTRICT and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

29. 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 may designate a hearing officer who, in his or her discretion, finds the CONTRACTOR has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the DISTRICT
- b. Committed an act or omission which reflects on the CONTRACTOR's quality, fitness or capacity to perform work for the DISTRICT;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- d. Made or submitted a false claim against the DISTRICT or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72)

END of INSTRUCTION TO BIDDERS

Pre-Bid Clarification Form (For CONTRACTOR's Use during Bid only)

PROJECT NAME:			
PROJECT NUMBER:			
TO:		EMAIL:	

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:
RESPONSE TO CLARIFICATION:

Checklist of Mandatory Bid Forms

(For CONTRACTOR's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☐ Bid Cover Sheet
- ☐ Bid Form (Attachment 1)
- ☐ Request for Substitution (Attachment 2) (*Note: If Substitution Request Form is not submitted then **NO** Substitutions will be allowed after the bids are opened.*)
- ☐ Non-Collusion Declaration (Attachment 3)
- ☐ Site Visit Certification (Attachment 4)
- ☐ Certification of Compliance with DVBE Policy (Attachment 5)
- ☐ Designation of Subcontractors (Attachment 6)
- ☐ Bid Bond Form (or Bid Guarantee Form if Security is other than Bid Bond) (Attachment 7 or Attachment 8)
- ☐ Bidder References and Responsibility Information (Attachment 9)
- ☐ Contractor's Certificate Regarding Worker's Compensation Form (Attachment 10)
- ☐ Acknowledgment of Bidding Practices Regarding Indemnity (Attachment 11)
- ☐ Local Business Outreach Program (LBOP) Form (Attachment 12)
- ☐ Covid-19 Safety Plan (Attachment 13)

BIDS

NOTICE DUE TO COVID-19:

We will be accepting bids at the District Office.

All bids should be submitted to:

San Bernardino City Unified School District
777 N. F Street, San Bernardino, Ca 92410

- If you deliver prior to bid day, please email nellie.karbum@sbcusd.k12.ca.us with a specific delivery time so that we can provide access to our facility.
- If you are mailing your bid, please notify Nellie Karbum, email nellie.karbum@sbcusd.k12.ca.us.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified in the Notice Inviting Bids. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

On Bid Day:

SBCUSD will maintain physical distancing measures at District sites and will **require** that members of the public wear face coverings while conducting business with the District.

Any person exhibiting COVID-19 symptoms may not enter any SBCUSD property (*i.e., fever, dry cough, shortness of breath or difficulties breathing, chills, stomach issues, muscle pain, headaches, sore throat, or loss of taste or smell*)

Bid Submittal Procedure:

- We will accept bid submittals beginning 30 minutes prior to the stated bid submittal deadline.
- 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 Board of Education Building (BOE), BOE Community Room

Please direct all bid submittal and bid opening questions to Nellie Karbum, Facilities Officer at Nellie.karbum@sbcusd.k12.ca.us

Thank you for your patience and understanding.

Bid Cover Sheet

BID NO.: F20-02 **DSA APP #:** 04-118651 **BID DUE:** THURSDAY, APRIL 29, 2021 @ 2:00PM

PROJECT NAME: Bid No. F20-02 OEHL ES - MODERNIZATION

PROJECT LOCATION: 2525 N Palm Ave, Highland, CA 92346

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

BID PACKAGE SUBMITTAL FROM:

BIDDER/CONTRACTOR: _____

BIDDER CONTACT: _____

BIDDER ADDRESS: _____

BIDDER TELEPHONE: _____

BIDDER EMAIL: _____

CONTENTS MUST INCLUDE: (Please Check Each Box)

Attachments:

- | | |
|--|--|
| <input type="checkbox"/> #1 - Bid Form | <input type="checkbox"/> #10 - Contractor's Certificate Regarding Workers' Compensation Form |
| <input type="checkbox"/> #2 - Request for Substitution | <input type="checkbox"/> #11 - Acknowledgement of Bidding Practices Regarding Indemnity Form |
| <input type="checkbox"/> #3 - Non-Collusion Declaration | <input type="checkbox"/> #12 - Local Business Outreach Program (LBOP) Form |
| <input type="checkbox"/> #4 - Site Visit Certification | <input type="checkbox"/> #13 - COVID-19 Safety Plan |
| <input type="checkbox"/> #5 - Certification of Compliance with DVBE Policy | |
| <input type="checkbox"/> #6 - Designation of Subcontractors | |
| <input type="checkbox"/> #7 - Bid Bond Form | |
| <input type="checkbox"/> #8 - Bid Guarantee Form* | |
| <input type="checkbox"/> #9 - Bidder References & Responsibility Information | |

SUBMIT BID TO: **BID BOX in the Lobby of the**
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Board of Education Building
777 NORTH "F" STREET
SAN BERNARDINO, CA 92410

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

Attachment 1 - Bid Form

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Project: _____

Project Address: _____

Bid No. _____

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".

1. 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. F21-02 OEHL ES - MODERNIZATION

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.

2. Bidder acknowledges the following Addenda:

Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:	Addenda Number:

3. Total Base Bid

A. Base Bid (\$_____)

B. Allowance (\$ 75,000.00)

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

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____DOLLARS
(\$ _____)

4. Alternate Bids: n/a

5. 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.

6. Bid Security:

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)

7. Designated Subcontractors:

The required List of Designated Subcontractors is attached hereto.

8. Non-Collusion Declaration

The required is attached hereto.

9. Substitution Request Form:

The Substitution Request Form, if applicable, is attached hereto.

10. Acceptance:

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.

11. Notices:

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.)

12. Protest Procedures:

If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. CONTRACTOR's License:

- a. 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:

DIR Registration Number:

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

14. Time is of the Essence:

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Contract is awarded 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 Award, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

15. Declaration:

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Contract Documents, including the Plans, General Conditions of the contract, Supplemental Conditions, Addenda, and Specifications, all other documents issued to bidders 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 Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. 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 may designate a hearing officer who, in his or her discretion, finds the CONTRACTOR has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the DISTRICT;
- b. Committed an act or omission which reflects on the CONTRACTOR's quality, fitness or capacity to perform work for the DISTRICT;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- d. 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)

17. 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.

18. Bid Certification

I agree to receive service of notices at the e-mail address listed below.

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

Signature of Authorized Bidder Representative

Date

Signatory Name & Title (Printed)

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 blue ink

Attachment 2 – Request for Substitution at Time of Bid

Request for Substitution:

NO ☐

YES ☐

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by DISTRICT and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	DISTRICT Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

This 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 change 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

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the DISTRICT’s decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) CONTRACTOR agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the CONTRACTOR shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the DISTRICT, CONTRACTOR is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or DISTRICT of the substitution request does not mean that the CONTRACTOR is relieved of CONTRACTOR's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the CONTRACTOR is awarded the Project.

Name of Bidder: _____

By: _____

DISTRICT: _____

By: _____

Attachment 3 - Non-Collusion Declaration

(To be returned with Bid Form)

(Public Contract Code Section 7106)

(To be completed by Prime Bidder)

The undersigned declares:

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)

(Name of Signatory)

Attachment 4 - Site Visit Certification

(To be returned with Bid Form)

I certify that I have visited the site(s) 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 __, 2020 ____,

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

Signature_____

(Notary Seal)

Attachment 5 - Certification of Compliance with DVBE Policy

(To be returned with Bid Form)

Bid No.: _____

Project: _____

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: _____

The bidder/CONTRACTOR agrees to comply with the above DISTRICT DVBE policy:

Name of Bidder/CONTRACTOR: _____

Authorized Signature: _____

Date: _____

Attachment 6 -Designation of Subcontractors

(To be returned with Bid Form)

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 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 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 CONTRACTOR's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The CONTRACTOR shall list only one subcontractor for each such portion as is defined by the CONTRACTOR in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a CONTRACTOR fails to specify a subcontractor, or if a 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 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 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 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 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.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

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.

This subcontractor information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the DISTRICT receives this information in a timely manner. The DISTRICT is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the DISTRICT, the DISTRICT's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

DESIGNATION OF SUBCONTRACTORS FORM
(To be returned with Bid Form - use additional sheets as necessary)

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

Proper Name of Bidder: _____

Date: _____

Name & Title of Bidder Representative: _____

Signature of Bidder Representative: _____

Address: _____

Phone: _____

Attachment 7 - Bid Bond Form

(To be returned with Bid 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 there under, 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

(Continued on next page)

Attachment No. 7 - Bid Bond Form (continued)

(To be returned with Bid Form)

(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

(Continued on next page)

Attachment 7 - Bid Bond Form (continued)

(To be returned with Bid Form)

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).

Attachment 8 - Bid Guarantee Form *

(To be returned with Bid 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's Name

Authorized Signature

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

Attachment 9 - Bidder References and Responsibility Information

General Information Required from Bidder

(To be returned with Bid Form)

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 matter. 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 officers, 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):

(Continued next page)

Attachment 9 - Bidder References and Responsibility Information (continued)

(To be returned with Bid Form)

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?

How many years of experience as a general CONTRACTOR? _____

How many years of experience 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.

(Continued next page)

Attachment 9 - Bidder References and Responsibility Information (continued)

(To be returned with Bid Form)

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.

Attachment 9 - Bidder References and Responsibility Information (continued)

List of References

(To be returned with Bid Form)

The following information should reference 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 10 – Contractor’s Certificate Regarding Workers’ Compensation Form

(To be returned with Bid 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)

(Name printed or typed)

(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 11 - Acknowledgment of Bidding Practices Regarding Indemnity

(To be returned with Bid Form)

TO: San Bernardino City Unified School DISTRICT

RE: Project Number: _____

Construction Contract for _____

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

(To be returned with Bid Form)

Attachment 12 – Local Business Outreach Program (LBOP) Form



Building Schools
Building Education
Building Opportunities



BUSINESS OUTREACH PROGRAM			
Company Information		Contact Information	
Date:		A new form is required for any changes to the Company or Contact Information	
Company Name:		Name:	
Street Address:		Cell phone:	
City, State, Zip:		Office phone:	
DIR No.:		E-mail:	
Ownership Type (check type)	Firm Size	License(s)	Business Certification (check all that apply)
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other: _____	# of Employees _____ Gross Revenue \$ /yr. _____	<input type="checkbox"/> A. General Engineering <input type="checkbox"/> B. General Building <input type="checkbox"/> C. Specialty _____	<input type="checkbox"/> Small Business Enterprise (SBE) <input type="checkbox"/> Disable Veteran-owned Business Enterprise (DVBE) <input type="checkbox"/> Minority-owned Business Enterprise (MBE) <input type="checkbox"/> Woman-owned Business Enterprise (WBE) <input type="checkbox"/> Other: _____
Services, Business Goods (check all that apply)			
<input type="checkbox"/> Architecture <input type="checkbox"/> Communications / IT <input type="checkbox"/> Concrete <input type="checkbox"/> Conveying Systems <input type="checkbox"/> Demo / Remediation <input type="checkbox"/> Doors & Windows <input type="checkbox"/> Earthwork <input type="checkbox"/> Electrical <input type="checkbox"/> Engineering	<input type="checkbox"/> Environmental <input type="checkbox"/> Equipment <input type="checkbox"/> Exterior Improvements (Including Landscape / Irrigation) <input type="checkbox"/> Financial <input type="checkbox"/> Finishes <input type="checkbox"/> Fire Suppression <input type="checkbox"/> Furnishings <input type="checkbox"/> General Contracting <input type="checkbox"/> HVAC	<input type="checkbox"/> Inspection <input type="checkbox"/> Legal <input type="checkbox"/> Masonry <input type="checkbox"/> Metals <input type="checkbox"/> Moving / Storage <input type="checkbox"/> Plumbing <input type="checkbox"/> Portable Facilities <input type="checkbox"/> Real State, Appraisal, Property Management <input type="checkbox"/> Safety & Security	<input type="checkbox"/> Special Construction <input type="checkbox"/> Specialties <input type="checkbox"/> Surveying <input type="checkbox"/> Thermal & Moisture <input type="checkbox"/> Utilities <input type="checkbox"/> Woods & Plastics <input type="checkbox"/> Other: _____
Local Business Outreach Profile (if applicable)			
1. Local Business Identification <input type="checkbox"/> Located in City of San Bernardino or Highland <input type="checkbox"/> Located in San Bernardino County			
2. How do you normally receive notices for SBCUSD opportunities? <input type="checkbox"/> District Website <input type="checkbox"/> Plan Room <input type="checkbox"/> Newspaper <input type="checkbox"/> Mail <input type="checkbox"/> Chamber <input type="checkbox"/> Trade Association <input type="checkbox"/> Other: _____			

VIEW VENDOR OPPORTUNITIES AT: www.sbcusdfacilities.com

Mail or E-mail form to: SBCUSD Facilities Business Outreach Program - 956 W 9th Street, San Bernardino, CA 92411
E-mail: david.sierra@sbcsud.k12.ca.us T: (909) 388-6100

Attachment 13 - COVID-19 Safety Plan

(Required with submittal)

The Contractor shall (at a minimum) implement the following into his Site Safety Plan and site operating procedures:

Safety precautions shall be taken by all that enter the construction site and shall follow all federal, state, DISTRICT and local recommendations for social distancing & safe practices as related to COVID-19.

- All who wish to enter the site shall have their temperature read prior to be allowed to enter and should they show signs of high temperature they will be denied access until they return with a medical clearance.
- All who wish to enter the site will be asked a series of questions (noted below in General CONTRACTOR requirements) and should they fail to answer satisfactorily they will be denied access until they return with medical clearance.
- All who wish to enter the site shall be trained in the mitigation measures required to enter the site.
- All who enter the site shall track their travel with-in the site with time & location of each area visited and turn in a report to the CONTRACTOR before leaving.
- San Bernardino County no longer requires, but continues to strongly encourage the use of face coverings when in public. However, to ensure staff safety, all San Bernardino City Unified employees and CONTRACTORS are still required to wear face coverings and maintain physical distancing while working. Sites/departments should notify outside vendors and contractors that they are also required to wear face coverings when conducting business within the District.
- SBCUSD will maintain physical distancing measures at District sites and will require that CONTRACTORS and members of the public wear face coverings while conducting business with the District. Business may include, but is not limited to construction activities, material testing, meal distribution, retrieving or dropping off property, replacing damaged device, cap/gown pick up, etc.

Essential project staff for each project has been identified and a work plan to ensure limited exposure will cover the following:

- Construction coordination meetings will be held remotely via Google Meet.
- Construction Management Team will conduct limited weekly onsite visits.
- Design Teams will conduct onsite visits only when absolutely required.

- Full time staff outside of the CONTRACTOR, such as Inspector of Record, shall use separate space with-in building for office use to limit exposure & limit work with-in small area of others.

General CONTRACTOR will create in conjunction with our Construction Management Team, a project specific COVID-19 Safety Plan encompassing the following with input from Safety, Health & Environment licensed professionals:

- CONTRACTOR to follow federal, state, & local recommendations (<https://toolkit.covid19.ca.gov/#top>) (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>)
- CONTRACTOR shall create a training program for all who enter the site to follow safe Social Distancing, sanitation processes, and the proper use of Personal Protective Equipment inclusive of the use of face masks or face covering, gloves, and, any equipment deemed necessary to conduct safe work practices. Training in the use of PPE and all safe practices will take place prior to any individual working onsite.
- CONTRACTOR to install fencing around all construction work area's to segregate construction area from remainder of school. CONTRACTOR shall post signage on site fencing for all who enter to check-in at construction office and safety procedures.
- CONTRACTOR to ensure adequate sanitation is provided for all construction staff including hand washing stations and hand sanitizer stations are provided.
- CONTRACTOR to post COVID-19 safety & mitigation procedure signage through site.
- At the beginning of all shifts all construction staff will have temperature checked by General CONTRACTOR followed by a list of questions similar to the questions below. Should staff answer "No" to any of the following questions they will not be allowed to work until written clearance has been provided by a physician.
- Have you had flu-like symptoms (headaches, digestive issues, body aches, fatigue, runny nose, sore throat, and sneezing) such as fever, cough, or shortness of breath within the past three days?
- Have you used any medications for flu/cold within the last three days?
- Have you experienced the loss of taste or smell within the last three days?
- Have you had close contact with a person who has been sick or are you caring for someone who is currently sick?
- Do you fall under a category that may put you at risk to physically be at work?
- Have you traveled to a COVID-19 hot spot recently?
- Have you been out of the country or around anyone who has been out of the country in the last 2 weeks or on a cruise?
- All staff entering into the building will be required to turn in a daily detailed work log of area work took place and time of work to create a chain of custody per se to track any illnesses and allow work stoppage should any illnesses occur by onsite staff.

- CONTRACTOR to issue recovery schedule for approval by Construction Manager along with work plan entailing where work will take place to ensure separation between construction and DISTRICT work.
- At the completion of demolition and prior to turn-over the CONTRACTOR shall clean the work area and engage the DISTRICT hygienist to test the work area to ensure the site is free & clear of viruses.
- CONTRACTOR & all workers shall have the right to stop work at any time should they feel work cannot be conducted safely.
- The CONTRACTOR agrees the DISTRICT may stop work at any time when the CONTRACTOR approved safety plan is not being followed and will remedy any deficient action immediately.

Acknowledgement:

Name of Bidder: _____

Signature: _____

Date: _____

[End of Bid Documents to be Submitted with Bid]

AGREEMENT FORM

THIS AGREEMENT, entered into this **INSERT DATE (DAY AFTER BOARD APPROVAL)** 20__ 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 **INSERT COMPANY NAME**, 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 **F21-02 OEHL ES -MODERNIZATION** ("Project") 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 reach Substantial Completion (See Article 1.1.46) of the Work within **210 calendar days** from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). 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 Conditions Article 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 five dollars (\$1,500.00)** per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the DISTRICT) 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 Liquidated Damages are 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 (See Article 9.6 and 2.2 of the General Conditions). 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 **INSERT AMOUNT** DOLLARS (**\$XXX,XXX.00**), said sum being the total amount stipulated in the proposal submitted. 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, Construction Manager, 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, Construction Manager, 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/suppliers/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.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the CONTRACTOR's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the DISTRICT for any penalties assessed against the DISTRICT arising from any failure by the CONTRACTOR or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the CONTRACTOR or any Subcontractor to be liable to the DISTRICT or indemnify the DISTRICT for any penalties caused by the DISTRICT in accordance with Labor Code section 1773.3 (g).

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.

The CONTRACTOR's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, 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 Subcontractor(s) 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").

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 (attachment 1 Bid Package)
 - Request for Substitution (if applicable) (attachment 2 Bid Package)
 - Non-Collusion Declaration (attachment 3 Bid Package)
 - Site Visit Certification (attachment 4 Bid Package)
 - Certification of Compliance with DVBE Policy (attachment 5 Bid Package)
 - Designation of Subcontractors (attachment 6 Bid Package)
 - Bid Bond Form (or Bid Guarantee Form) (attachment 7 or 8 Bid Package)
 - Bidder References & Responsibility Information (attachment 9 Bid Package)
 - Contractors Certificate Regarding Worker's Compensation Form / Bid Guarantee Form (attachment 10 Bid Package)
 - Acknowledgment of Bidding Practices Regarding Indemnity (attachment 11 Bid Package)
 - Local Business Outreach Program (LBOP) Form (attachment 12 Bid Package)
 - Covid-19 Safety Plan (attachment # 13 Bid Package)
- Agreement
 - Attachment #1 - Certificate Regarding Workers' Compensation
 - Attachment #2 - Insurance Documents & Endorsements
 - Attachment #3 - Contractor's Certificate Regarding Drug-Free Workplace
 - Attachment #4 - Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
 - Attachment #5 - Disabled Veterans Business Enterprise (DVBE) Participation Statement
 - Attachment #6 - Payment Bond
 - Attachment #7 - Performance Bond
 - Attachment #8 - Prime/General Contractor Information
 - Attachment #9 - W-9 Vendor Tax Information
 - Attachment #10 - Vendor Application
 - Attachment #11 - Certification of Non-Utilization of Asbestos Material
 - Attachment #12 - Contractor Prevailing Wage Compliance Certification
 - Attachment #13 - Guarantee
 - Attachment #14 - Contractor Certification Regarding Background Checks
 - Attachment #15 - Escrow Agreement for Security Deposit In Lieu of Retention (Optional)
 - Attachment #16 - Disabled Veterans Business Enterprise (DVBE) Contractor Close-Out Statement
- Requirements, Reports, Specifications and/or Documents in the Project Manual or Other Documents Issued to Bidders
- Project Drawings

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. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

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:

3. 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)].
4. 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.
5. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) 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 a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

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.

(Continued next page)

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: _____
Purchasing Director

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:

By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State of California.

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.

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 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

Date

Printed Name

Official Title

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

(Not Required for OCIP or Wrap Up Insurance)

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverage's 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 coverage's 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 coverage's 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.

4. Sexual Abuse/Molestation: The CONTRACTOR shall carry and maintain during the term of this agreement a policy with a limit of not less than \$1,000,000 sexual abuse injury limit of insurance. The contractor shall hold the district harmless from any and all claims for injury, damage, and loss.

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:

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;

Establishing a drug-free awareness program to inform employees about all of the following:

The dangers of drug abuse in the workplace;

The person's or organization's policy of maintaining a drug-free workplace;

The availability of drug counseling, rehabilitation and employee-assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations;

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.

Contractor: _____ Date: _____

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.

Contractor: _____ Date: _____

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: _____

Bid No.: _____

DSA No.: _____

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 (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

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 and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such 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 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 Principal, its 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 thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action 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 therefore; 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 Obligee 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 section 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/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

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, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____,
personally appeared _____, who proved on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact
of _____ (Surety) and acknowledged to me that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

ATTACHMENT NO. 7 TO AGREEMENT

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the San Bernardino City Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

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 said Contract 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.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the

aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications,

alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligees' sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

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

The Surety shall remain responsible and liable for all patent and latent defects that arises out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees' 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 Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

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, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____,
personally appeared _____, who proved on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact
of _____ (Surety) and acknowledged to me that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

Commission expires: _____

(SEAL)

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

ATTACHMENT NO. 8 TO AGREEMENT
PRIME/GENERAL CONTRACTOR INFORMATION

Company Name: _____

Mailing Address: _____

Delivery Address, if different: _____

COMPANY CONTACTS

General Correspondence:	_____	Phone:	_____
	Name & Title	Fax:	_____

Billing & Pay Requests:	_____	Phone:	_____
	Name & Title	Fax:	_____

Field Issues/Coordination:	_____	Phone:	_____
	Name & Title	Fax:	_____

Proposal Requests & Change Order Pricing:	_____	Phone:	_____
	Name & Title	Fax:	_____

Submittals:	_____	Phone:	_____
	Name & Title	Fax:	_____

RFI's:	_____	Phone:	_____
	Name & Title	Fax:	_____

24-HOUR EMERGENCY CONTACT

Name: _____

Title: _____

Telephone: _____

Cell Phone/Pager: _____

ATTACHMENT NO. 9 TO AGREEMENT

W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

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.)	Requester'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> <th colspan="9" style="text-align: center;">Social security number</th> </tr> <tr> <td style="width: 3.33%; height: 20px;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="2"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Employer identification number</th> </tr> <tr> <td style="width: 3.33%; height: 20px;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> <td style="width: 3.33%;"></td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="6"></td> </tr> </table>			Social security number																					-				-			Employer identification number																					-						
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Part II Certification Under penalties of perjury, I certify that: 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), and 2. 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, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. 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/w9 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: 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, or 3. 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: • 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)

ATTACHMENT NO. 10 TO AGREEMENT

VENDOR APPLICATION

San Bernardino City Unified School District
777 N. 'E' 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.				

(Next page)

Vendor Application (continued)

“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 Name: _____

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):

General/Prime Contractor:

Name: _____

Name: _____

By: _____

By: _____

Signature _____

Signature: _____

ATTACHMENT NO. 12 TO AGREEMENT

CONTRACTOR PREVAILING WAGE COMPLIANCE CERTIFICATION

To: San Bernardino City Unified School District
Facilities Planning and Development Department
956 W. 9th Street
San Bernardino, California 92411

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 _____ ONE _____ (____1____) 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 therefore 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

_____ 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:
- The installation of a physical barrier at the worksite to limit contact with pupils.
 - 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: _____ CONTRACTOR _____

By: _____
(Name & Title)

Signature

Attachment 14: Contractor Certification Regarding Background Checks (continued)

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

[illegible]

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: _____

BID No.: _____

DSA No.: _____

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: _____

GENERAL CONDITIONS

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

FOR

F21-02 OEHL ES - MODERNIZATION

San Bernardino, CA

DSA Application No. 04-118651

San Bernardino City Unified School District

777 North F Street, San Bernardino, CA 92410

GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

1.1 BASIC DEFINITIONS

NOTE: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The CONTRACTOR shall be required to meet the latest DSA requirements applicable to the Project.

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 Facilities Planning and Development Director 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 Facilities Planning and Development Director 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. (See ARTICLE 4)

1.1.4 As-Builts are a set of Plans and Specifications maintained by the CONTRACTOR clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Payment Application and a requirement for Contract Close-Out. (See Article 3.17)

1.1.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all fire/ life safety items are approved and operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if fire/ life safety items are not approved and operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of 1.1.46.

1.1.6 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 Retention Payment Application and prior to Final Completion of the Project. 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)

GENERAL CONDITIONS

1.1.7 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)

1.1.8 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)

1.1.9 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). (See Article 9.9)

1.1.10 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A for work affecting structural, access or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no approval is required). Both CCD Category A and Category B shall be set forth in DSA Form 140 and submitted to DSA as required. (See Article 7.3)

1.1.11 Complete/ Completion/ Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.

1.1.12 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. (See Article 1.1.46)

1.1.13 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 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.

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

1.1.15 Contract Documents (sometimes referred to as Construction 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 Document, or a written order for a minor change in the Work issued by the Architect. The Contract

GENERAL CONDITIONS

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.

1.1.16 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the CONTRACTOR has to complete the Project". (See Article 8.1.1)

1.1.17 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" or San Bernardino City Unified School DISTRICT.

1.1.18 Cure is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct CONTRACTOR's Default. Specific time periods are provided to Cure and Correct a CONTRACTOR Default under Article 14 and for a Partial Default under Article 2.2 as well as elsewhere in the Contract Documents.

1.1.19 Days mean calendar days unless otherwise specifically stated.

1.1.20 Default is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at DISTRICT's discretion. (See Article 2.2)

1.1.21 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)

1.1.22 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 who may have the delegated authority as set forth in Article 1.1.3, and may also include Construction Managers. 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.

1.1.23 Drawings/Plans 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

1.1.24 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and CONTRACTOR has submitted a bid for the Project since CONTRACTOR is familiar with CONTRACTOR's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. CONTRACTOR agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved Plans, Specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the DISTRICT pending CCD approval). See DSA website.

1.1.25 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of school classes, a critical path delay that will result in not being able to occupy the school when students arrive to use the facility, danger from the facility or from outside the facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

1.1.26 Float 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. (See Article 8.1.4)

1.1.27 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)

1.1.28 Inspector of Record (IOR)/ 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

1.1.29 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. (See Article 7.1.2)

1.1.30 Payment Application or Certificate of Payment is the CONTRACTOR's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificate of Payment", "Request for Payment", "Payment Application", or similar terms, and shall follow the Schedule of Values that are approved by the Architect, Inspector and DISTRICT. (See Article 9.3)

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

1.1.32 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.

1.1.33 Provide shall include "provide complete in place," that is "furnish and install complete."

1.1.34 Punch List/ Punch Item/ Incomplete Punch Item is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. (See Article 9.9)

GENERAL CONDITIONS

1.1.34.1 *CONTRACTOR's List of Punch Items* is a list of minor repair items the CONTRACTOR submits when the CONTRACTOR considers the Work Substantially Complete. Submission of this List of Incomplete Punch Items is the CONTRACTOR's representation that the Project is Substantially Complete. (See Article 9.9.1.1)

1.1.35 Request for Information (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. (See Article 7.4)

1.1.36 Request for Proposal (RFP) is a written request prepared by the Architect (and/or CM) requesting the CONTRACTOR to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. (See Article 7.5)

1.1.37 Safety Orders are those issued by any city, county, state or federal agency having jurisdiction over the Project.

1.1.38 Schedule is the CONTRACTOR's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 8.3.2.9. See Article 8 of the General Conditions.

1.1.39 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. (See Article 9.2)

1.1.40 Separate Contracts are Contracts that the DISTRICT may have with other CONTRACTORS, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade CONTRACTORS, furniture installers, testing agencies, clean-up CONTRACTORS, or network or low voltage CONTRACTORS. CONTRACTOR shall plan for certain other CONTRACTORS that may also be working on the Project site and address these other CONTRACTORS in CONTRACTOR's Schedule. (See Article 6)

1.1.41 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.

1.1.42 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.

1.1.43 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.

1.1.44 Stop Work Order, or an Order to Comply, is issued 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

GENERAL CONDITIONS

Education Code section 17307.5(b), 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

1.1.45 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.

1.1.46 Substantial Completion/ Substantially Complete(d) is not reached unless and until each of the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch List Items (See Article 9.9.1.2); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, and all building systems including mechanical, electrical and plumbing are all functioning; (3) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (4) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.

1.1.47 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.

1.1.48 Supplementary Conditions/ Supplementary General Conditions/ Special Conditions are terms that are sometimes used interchangeably and refer to any additional requirements or changes to the General Conditions as noted.

1.1.49 Surety is the person, firm, or corporation that executes as a bid bond, Payment Bond or Performance Bond guarantor on the CONTRACTOR's Bid, CONTRACTOR's Performance on the Contract and Payment of the CONTRACTOR's Subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the CONTRACTOR is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.

1.1.50 Work shall include all labor, materials, services 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 and its Subcontractors shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents and bid documents before preparing and submitting any bid.

1.1.51 Workers include laborers, workers, and mechanics.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Correlation and Intent

GENERAL CONDITIONS

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 from 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 Section 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 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 there from as being necessary to complete the Work), shall be provided by the CONTRACTOR. The CONTRACTOR is responsible for the whole Project as contractually set forth as the Contract Documents. 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

GENERAL CONDITIONS

Title 24 of the California Code of Regulations, California Building Code, 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 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 there from 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.

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 of the same construction are shown in outline only, the complete or more detailed 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.* Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. See Article 3.9.1 and 3.9.3. The Deferred Approval item cannot be fully detailed on the originally approved Drawings or Specifications because of variations in product design and manufacture. Contract Documents which require Deferred Approval items are meant to be for illustration purposes only. 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

GENERAL CONDITIONS

Specifications. CONTRACTOR is responsible for all Deferred Approval requirements set forth in the Contract Documents. CONTRACTOR is responsible to comply with all laws, building codes, Title 24 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 plan, schedule for and obtain necessary approvals. CONTRACTOR shall Schedule all Deferred Approval items in the Baseline Schedule and Schedule Updates under Article 3.9.6

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

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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.

Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.

Larger scale Drawings shall take precedence over smaller scale Drawings.

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.

Supplemental Conditions take precedence over General Conditions.

The Agreement Form shall take precedence over the Supplemental Conditions.

In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

Addenda shall take precedence over Drawings and Specifications.

General Conditions shall take precedence over Addenda.

Drawings and Specifications take precedence over the Soils Report.

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

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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.

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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 Soils Report Part of the Contract Documents: 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 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.

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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) business 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 Article 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. Thus, the locations of the main or trunk lines located on the Drawings are approximate locations and not exact.

No excavations were made to verify the locations shown for underground utilities. Other than the main or trunk line, which the DISTRICT has endeavored to locate on the Plans, service connections or laterals 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 main or trunk line discovered by CONTRACTOR in a different position than provided by the Regional Notification Center. With respect to main or trunk lines, CONTRACTOR is to immediately notify DISTRICT if the location is substantially different than as shown in 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.

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 of the service connection, 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

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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 Trunk line 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.

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 trunk line utility facilities located in a substantially different location than 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.

2.1.5.2 *Assessment.* 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 and could be inferred from the Main or Trunk line shown on the Drawings.

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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.

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 Partial Default in a specific segregated area of work. The DISTRICT's right to issue a Partial Default of the CONTRACTOR's 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. Cases 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 Baseline or Update Schedule, meet critical Milestones which would result in a delay to the critical path, or delay the Contract Time;
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 Americans 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

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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 remaining the Project balance or in the Retention Escrow to address at least 150% of the costs set forth in the Article 2.2 notice, the DISTRICT may 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.

2.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and right to cure under Article 2.2 (“Article 2.2 Notice” or “Notice of Partial Default”) shall be served by e-mail (with a copy provided by regular mail) to the e-mail address provided on the Bid submitted and copied to the Project Superintendent.

2.2.2 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 providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to cure, if any.

2.2.3 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 providing service of written notice of critical path delay to the CONTRACTOR with a specific description of the critical path delay items noting the line item or area of Work that is on the critical path and prescribe the length of shortened time to cure, if any.

2.2.4 Written Notice of Partial Default to be Deducted by Deductive Change Order

The DISTRICT shall have the right to determine the reasonable value of the Article 2.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 7.7.4

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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 Submittals, Shop Drawings, 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:

3.1.1.1 *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.

3.1.1.2 *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 timing or sequences 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 documents, 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 Inspector. (See Title 24 generally)

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

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Special Inspector fourteen (14) days to post to the DSA website. CONTRACTOR is responsible for delays and for failure to plan.

For some Projects, there may be a need to incrementally install certain assemblies. It is up to CONTRACTOR to identify areas and assemblies that may be constructed incrementally. CONTRACTOR must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. (See PR-13 item 1.17 for further discussion)

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. As part of the Close-Out of the Project (see Article 9.9), 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

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representative). All Requests for Information 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, and 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.

3.3.3 Replacement

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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 (Applicable at the time Project is Occupied and on all Projects where Workers will come in Contact with Pupils, such as Modernization Projects)

If applicable, CONTRACTOR shall comply with the applicable provisions of Education Code section 45125.1 in a method as determined by the DISTRICT. Pursuant to Education Code section 45125.1, CONTRACTOR shall either 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 or shall be separated by a physical barrier from students.

If it is determined that CONTRACTOR must provide certification of employees, 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.

In the case of new construction Projects where there are no students, if the Project Schedule provides for Beneficial Occupancy or portions of the Project or if the Project should be delayed, then CONTRACTOR, at no additional costs, shall meet the requirements of either fingerprinting or providing a physical barrier as required by the DISTRICT.

3.3.6 Noise, Drugs, Tobacco, and Alcohol

CONTRACTOR shall take all steps necessary to ensure 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

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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 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). 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 lien, stop notice or claim and seek reimbursement from CONTRACTOR.

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 until final acceptance of the Project; 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. Responsibility for materials remains with CONTRACTOR and CONTRACTOR shall

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replace materials in case of loss. DISTRICT similarly may pay for materials stored off site, but CONTRACTOR shall remain responsible for the materials that are stored off site.

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 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:

3.4.1 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 one (1) 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.

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3.4.2 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.

3.4.3 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 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.

3.4.4 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 Article 13.5.2, unless a different mileage range is specified in the Supplemental 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 Document process. CONTRACTOR is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding 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. 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

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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.

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 on DSA’s website.

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 Ten (10) Calendar Days

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

- 3.7.1.1 Detailed Schedule of Values (See Article 9.2)
- 3.7.1.2 Submittal Listing and Schedule for Submittals
- 3.7.1.3 Critical Path Baseline Schedule (See Article 8)

3.7.2 Requirements Within Twenty (20) Calendar Days

Within Twenty (20) 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

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Article 3.3.7 is waived. CONTRACTOR shall order materials and ensure prices are honored and secured for the Project.

- a. Structural Steel may be included as a later Submittal than 20 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or DISTRICT.

It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the DISTRICT or Architect), shall provide complete designs, shall be stamped by the structural steel Subcontractor, CONTRACTOR, and structural steel Subcontractor's structural engineer at time of submission and as further addressed in Article 3.9.

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

3.7.2.2 *Exceptions to Submittal Within Twenty (20) Days by Written Agreement.* A written request detailing the specific reasons for a submission later than 20 days due to complexity of design or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the twenty (20) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of Milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 8. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

3.7.2.3 *Piecemeal Submissions of Submittals.* Piecemeal Submittals mean 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.

CONTRACTOR shall be prepared to 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. (Also see Article 1.2.2.2 and 3.9.3)

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* 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 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

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conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a BIM format or other format as agreed by DISTRICT.

3.9.2.2 *Purpose for Shop Drawings.* Shop Drawings are the CONTRACTOR's manufacturer, Subcontractor, supplier, vendor or the CONTRACTOR's detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contract Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the CONTRACTOR or CONTRACTOR's Subcontractor's plan for installation or assembly based on the design in the Specifications and Contract Documents. The Shop Drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, 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 Drawings 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 precede 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

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through the CONTRACTOR. Each drawing shall have a clear space for the stamps of Architect and CONTRACTOR.

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. CONTRACTOR is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 3.9.6 *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 Specifications 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 review 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 Specifications 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 (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the DISTRICT is utilizing items Standardized or pre-selected by DISTRICT, the full range of color, graining, texture, or other characteristics are anticipated for review 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

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in the finished products. Products delivered or erected without Submittal and approval without providing 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.

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 (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

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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 Article 4.5.

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 Specifications 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 and Coordination.* 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.* 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:

“[CONTRACTOR] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop

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Drawings and Submittals that does not conform to the Contract Documents. This Shop 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 Article 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 Article 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 not reviewed by the Architect for resubmission by the CONTRACTOR. Refer to Submittal Procedures of the Specifications for additional information. The CONTRACTOR shall be responsible for any related delays and shall not be the basis for any Claim.

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 Article 3.10.3.

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

- a. Is equal in quality/service/ability to the Specified Item;
- b. Will entail no changes in detail, construction, and scheduling of related work;
- c. Will be acceptable in consideration of the required design and artistic effect;

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- d. Will provide no cost disadvantage to the DISTRICT;
- e. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- f. 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 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 review 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.

3.10.5 Substitution Requests After Bid

The DISTRICT, in its sole discretion, may accept a request for substitution by the CONTRACTOR or may request CONTRACTOR substitute a specified item. Any substitutions requested after bids are opened shall be subject to the same conditions and requirements set forth in Article 3.10.4 above. If any substitutions, that in the DISTRICT or Architect's determination, results in a credit to the DISTRICT, the credit amount shall be agreed upon in writing, otherwise, the request for substitution shall be deemed denied.

3.11 INTEGRATION OF WORK

3.11.1 Scope

GENERAL CONDITIONS

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, 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 to Clean Up

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.

3.12.2 General Final Clean-Up

Upon completion of Work, CONTRACTOR shall employ experience workers or professional cleaners for final cleaning. CONTRACTOR shall clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program including, but not limited to, the performed of the following:

GENERAL CONDITIONS

- 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; and
- i. Seal the bottom and tops of all doors.

3.12.3 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; and
- i. Remove debris from roofs, down spout and drainage system.

3.12.4 Failure to Cleanup

GENERAL CONDITIONS

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, Inspections or Tests Out of State, Out of Country or Remote from Project

If CONTRACTOR has a Subcontractor or supplier that requires in plant or special inspections or inspections or tests that are out of the country, out of the state, or a distance of more than 200 miles from the Project site, the Special Inspector or Inspector shall be provided access so the special inspection or inspection may occur in the remote location. In some cases, the DSA Inspector may also require access in addition to Special Inspectors and individuals performing tests. Inspections/tests shall occur during normal work hours. (See also Article 4.3.6)

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

See Agreement Form. 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 indemnity and hold harmless language in the Agreement Form.

GENERAL CONDITIONS

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 10:00 a.m. on the following business day, the CONTRACTOR shall submit a Daily Report to the Inspector and copy the Architect for the previous day's 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. Daily Reports by Subcontractors or others shall be submitted through the CONTRACTOR.

3.16.2 Labor

The Daily Report 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.

3.16.3 Materials

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

3.16.4 Equipment

The Daily Report required 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.

GENERAL CONDITIONS

3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS

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.

CONTRACTOR shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The As-Built 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 As-Built 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

Upon completion of the Work and prior to and as a condition precedent to Application for Retention 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 accuracy on the final set of As-Built. Failure to deliver a complete As-Built set of Drawings may result in significant withholdings to ensure Work is properly documented. (See Article 9.9.2)

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-Built.

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. CONTRACTOR shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.

GENERAL CONDITIONS

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 Retention 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.

3.19 DIR REGISTRATION

Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the CONTRACTOR and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the CONTRACTOR and all of its subcontractors of any tier. The failure of the CONTRACTOR and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the CONTRACTOR under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The CONTRACTOR shall not permit or allow any subcontractor of any tier to perform any Work without the CONTRACTOR's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. CONTRACTOR or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

GENERAL CONDITIONS

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 and as otherwise required by DSA.

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,

GENERAL CONDITIONS

Architect and Inspector. 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 Representative. 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 Payment Application that has been submitted. CONTRACTOR shall promptly respond to Pencil Drafts or CONTRACTOR's Payment 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 Article 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 Final Completion, shall receive and forward to the DISTRICT for the DISTRICT's review 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 Close-Out). The handling by the Architect (or where applicable CM) of such warranties, maintenance manuals, or similar documents shall not diminish or

GENERAL CONDITIONS

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.

On some Projects, the DISTRICT will take a phased occupancy of the Project. In those cases, the DISTRICT may commence the running of warranties on the buildings, or phases that are accepted after Punch List is completed and the DISTRICT has accepted Completion of the separate phase. A separate Notice of Completion may be filed for the separate building or phase of work and warranties shall commence for the separate phase only to the extent that warranties do not require coordination or connection to other buildings or other parts of the site and only if the warranted item is completed to its entirety in the segregated building or phased area.

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 withholdings necessary to effectuate the transfer of such warranties to the DISTRICT for future use as part of the Punch List for the Project pursuant to Article 9.6.

Warranties are not commenced through utilizing of equipment for testing and operation as necessary to acclimate buildings or where necessary to test systems.

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.

GENERAL CONDITIONS

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.

Inspector may collaborate with CONTRACTOR about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with CONTRACTOR to present incremental approval proposals to DSA.

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 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 the 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 ahead 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 Inspections, Inspections or Tests Out of State, Out of Country or Remote from Project

GENERAL CONDITIONS

If CONTRACTOR has a Subcontractor or supplier that requires in plant or special inspections, inspections or tests that are out of the country, out of the state or a distance of more than 200 miles from the Project Site, the DISTRICT shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. CONTRACTOR, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with DISTRICT, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Tester) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test 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. Arrangements for inspection and/or testing 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 Education Code section 17307.5(b), 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

GENERAL CONDITIONS

- 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 (See 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 (See 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, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (See Article 3.10)
- 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" or "Claims" as defined in Article 4.6.9.1 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 Article 4.6.2 within ten (10) days after CONTRACTOR's Article 7 request for Change is denied. 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 Article 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 4.6.9 as to all such matters arising prior to the date Retention 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 reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has failed to take action required under Article 4.6.5 within the time periods required therein; or (3) the Dispute or 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

GENERAL CONDITIONS

The Architect (and CM) will review the Dispute and take one or more of the following preliminary actions upon 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 Dispute; 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 Dispute.

4.6.2.1 *Architectural Immunity.* Architect review of Disputes and Claims shall be impartial and meant to resolve Disputes and Claims. 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 and Claims between the DISTRICT and CONTRACTOR.

4.6.3 Documentation if Resolved

If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

4.6.4 Actions if Not Resolved

If a Dispute has not been resolved and all documentation requested pursuant to Article 4.6.2 has been provided, the CONTRACTOR shall, within ten (10) days after the Architect's initial 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) shall provide a written decision twenty (20) days after compliance with Article 4.6.4. 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 may also request reasonable additional time to complete Architect's written decision.

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 (less any withholdings or offsets). If the 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.

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4.6.6.1 *DISTRICT's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the DISTRICT's sole option, in order to more efficiently resolve Claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code section 9201, the DISTRICT may submit individual Disputes or Claims for binding arbitration and CONTRACTOR agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual Disputes or Claims, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING DISPUTES OR CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

- a. If there is no Retention remaining on the Project, individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.
- b. No Tolling. The Arbitration process shall not toll the Disputes or Claims process under Article 4.6 or the requirement to submit Claims to Court under Article 4.6.9.5.

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:
 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, 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.
 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.

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- b. The DISTRICT 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 Document 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 Article 8.4. Upon completion of the procedures set forth under Article 8.4, CONTRACTOR must then comply with the requirements in this Article including those set forth under Article 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 and Claims. 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 and Claims 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) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the DISTRICT under the Contract; (2) payment by the DISTRICT of money or damages arising from Work done by, or on behalf of, the CONTRACTOR pursuant to the Contract and payment for which is not otherwise expressly provided for or to which the CONTRACTOR is not otherwise entitled to; or (3) an amount of payment disputed by the DISTRICT. If the Claim is for damages associated with a DSA Stop Work Order, 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

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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 4.6.5, submit a notification in writing sent by registered mail or certified mail with return receipt requested, with the DISTRICT (and the DISTRICT's CM) stating clearly the basis for the Claim and including all relevant and required documents. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 4.6.5, the CONTRACTOR shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the DISTRICT. All Claims shall be reviewed pursuant to Articles 4.6.1 through 4.6.5.

The Formal Notification of Claim must be presented as follows:

- (1) The term "Claim" must be at the top of the page in no smaller than 20-point writing.
 - (2) All documentation submitted pursuant to Article 4.6 to the Architect shall be submitted with the "Claim."
 - (3) A stack of documents, copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation.
 - (4) Any additional or supporting documentation that CONTRACTOR believes is relevant should be submitted at this time.
- d. Reasonable Documents to Support Claim: The CONTRACTOR shall furnish reasonable documentation to support the Claim. 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 required reasonable documentation to support the Claim shall include, without limitation:
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:

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- a. Specifications sections in question.
 - b. Relevant portions of the Drawings
 - c. Applicable Clarifications (RFI's)
 - d. Other relevant information, including responses that were received.
 - e. CONTRACTOR Analysis of Claim merit.
 - 1. CONTRACTOR's analysis of any Subcontractor vendor Claims that are being passed through.
 - 2. Any analysis performed by outside consultants
 - 3. Any legal analysis that CONTRACTOR deems relevant
 - f. Break down of all costs associated with the Claim.
 - g. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path in conformance with the requirements of Article 8.4 chronology of events and related correspondence.
 - h. Applicable Daily Reports and logs.
 - (a) 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.
 - i. 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 original unaltered metadata).
 - (a) The metadata 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.
- e. Certification: The CONTRACTOR (and Subcontractors, if applicable) shall submit with the Claim a certification under penalty of perjury:

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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.
- f. 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.
- g. Upon receipt of a Claim and all supporting documents as required above, the DISTRICT shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the CONTRACTOR a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the DISTRICT and CONTRACTOR may, by mutual agreement, extend the time period provided in this paragraph.
- h. If the DISTRICT needs approval from its governing Board to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the DISTRICT shall have up to three days following the next duly publicly noticed meeting of the governing Board after the 45-day period, or extension, expires to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.
- i. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the DISTRICT issues its written statement. If the DISTRICT fails to issue a written statement, paragraph 0 below shall apply.
- j. If the CONTRACTOR disputes the DISTRICT's written response, or if the DISTRICT fails to respond to a Claim issued pursuant to this Article 4.6.9 within the time prescribed, the CONTRACTOR may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the DISTRICT shall

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schedule a meet and confer conference within 30 days for settlement of the Claim.

- k. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the DISTRICT shall provide the CONTRACTOR a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the DISTRICT issues its written statement. Any disputed portion of the Claim, as identified by the CONTRACTOR in writing, shall be submitted to nonbinding mediation, with the DISTRICT and the CONTRACTOR sharing the associated costs equally. The DISTRICT and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures in Article 4.6.9.5.
- l. For purposes of this Article 4.6.9, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- m. Unless otherwise agreed to by the DISTRICT and the CONTRACTOR in writing, the mediation conducted pursuant to this Article 4.6.9 shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- n. This Claims process does not preclude the DISTRICT from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article 4.6.9 does not resolve the parties' Claim. This Claims process does not preclude the DISTRICT from submitting individual Disputes or Claims to binding arbitration pursuant to Article 4.6.9.4 below.
- o. Failure by the DISTRICT to respond to a Claim from the CONTRACTOR within the time periods described in this subdivision or to otherwise meet the time requirements of this Article 4.6.9 shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the DISTRICT's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 4.6.9, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the CONTRACTOR.

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- p. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against a DISTRICT because privity of contract does not exist, the CONTRACTOR may present to the DISTRICT a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the CONTRACTOR present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the DISTRICT shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the CONTRACTOR shall notify the subcontractor in writing as to whether the CONTRACTOR presented the Claim to the DISTRICT and, if the CONTRACTOR did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.
- q. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.
- r. The CONTRACTOR's Claim shall be denied if it fails to follow the requirements of this Article.

4.6.9.2 *DISTRICT (through CM or DISTRICT's Agent or Attorney) May Request Additional Information.* Within thirty (30) days of receipt of the Claim 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. If additional documents are required, the time in which the Claim is evaluated may be extended by a reasonable time so the Claim and additional documents may be reviewed.

4.6.9.3 *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.

4.6.9.4 *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 Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 4.6.6.1.

4.6.9.5 *Resolution of Claims in Court of Competent Jurisdiction.* If Claims are not resolved under the procedure set forth and pursuant to Article 4.6.9, such Claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before.

4.6.9.6 *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 there under, 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

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Documents, and the provisions of this Article 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.

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ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Sub contractual Relations Bound to Same Contract Terms at General CONTRACTOR

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 and DIR Registration

All Subcontractors shall be properly licensed by the California State Licensing Board. All Subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the subcontractor is properly registered with DIR. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

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, purchase order, vendor 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 Material man (as may be applicable) in writing; and

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- b. Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.
- c. 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.

6.1.1.1 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.

6.1.1.2 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.

6.1.1.3 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.

6.1.1.4 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 the Baseline Schedule or Schedule updates.

6.1.1.5 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 this Contract, once CONTRACTOR provides DISTRICT timely written notice and identifies the Schedule Conflict, 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.

6.1.1.6 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.

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IF ANY DELAYS SHOULD ARISE FROM ANOTHER CONTRACTOR WORKING ON A DIFFERENT PHASE, CONTRACTOR'S 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 Article 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 DISTRICT Notice to the CONTRACTOR of Other CONTRACTORs

The CONTRACTOR shall have overall responsibility to reasonably coordinate and schedule CONTRACTOR's activities with the activities of the DISTRICT's 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:

- a. Notice is provided in the Contract Documents of other scope of Work,
- b. In the case where there is known Work to be performed by other CONTRACTORs
- c. For outside CONTRACTORs hired by utilities
- d. Where the Contract Document provides "Work by Others" or "By Others"
- e. Where specifically noted during the Pre-Bid Conference
- f. Where specifically noted in the Mandatory Job Walk
- g. By CO or ICD,
- h. With respect to the installation of:
 - 1. Furniture,
 - 2. Electronics and networking equipment,
 - 3. Cabling,
 - 4. Low voltage,
 - 5. Off-site work,
 - 6. Grading (when by a separate CONTRACTOR),
 - 7. Environmental remediation when excluded by the Contract Documents (i.e. asbestos, lead or other hazardous waste removal)

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8. Deep cleaning crews,
9. Commissioning and testing,
10. Keying and re-keying,
11. Programming

6.1.4.1 Exception where no Coordination is Required on the Part of the CONTRACTOR for Turn Key Operations. If the CONTRACTOR has specifically outlined a “Turn Key” or “Complete Delivery” of a final completed operational school in writing as part of the Baseline Schedule.

6.1.4.2 The CONTRACTOR shall make any revisions to the Baseline Schedule (or Schedule Update) and Contract Sum deemed necessary after a joint review and mutual agreement. The Baseline Schedule (or Schedule Update) 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, DISTRICT, and 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 constructive owner of the Project site, 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 Article 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 Document. 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 Document.

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 Document 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 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.

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

7.3.1 Definitions

7.3.1.1 *Construction Change Document (CCD).* A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A for Work affecting structural, access compliance or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no approval is required). Both CCD Category A and Category B shall be set forth in DSA Form 140 and submitted to DSA as 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.

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.

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Refer to Division 1 and Supplementary General Conditions 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 the Supplementary General Conditions and 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 no additional time. Contract 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 RFP is submitted within the timeline provided by the RFP, 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 result in deduction of the ICD Work under Article 2.2 or Termination of the CONTRACTOR pursuant to Article 14.

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 to 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 consequential damages and costs incurred to correct the deficiency under Article 4.5

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 Definition

GENERAL CONDITIONS

A 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 A 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 A 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 affected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the 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

A 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.

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7.5.2 Scope

A RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable CONTRACTOR to provide the cost breakdowns required by Article 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 Article 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 change, but must be based upon the impact to the Project Schedule as defined in Article 8. A schedule fragment 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 Article 9.1, the critical path, or the Contract Time as defined in Article 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 Document.

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 CCD 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

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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.

7.7.1.1 *Time and Material Charges.* If the DISTRICT orders Work on a “time and material” basis, timesheets shall be signed daily by the Inspector or DISTRICT Representative at or near the time the Work is actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

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 Article 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 Article 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
- 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 Article 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*
 - (1) Labor will be the cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus

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employer payments of payroll taxes and workers compensation insurance (exclude insurance costs as part of the overhead and profit mark-up), 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. In no case shall the total labor costs exceed the applicable prevailing wage rate for that particular classification. 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.

- (2) 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.
- (3) 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. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

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 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.

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If tool and equipment charges are part of a Dispute or Claim, the DISTRICT reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding under Article 13.11 and deduct any rental charges that exceed actual or depreciated costs.

- e. 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.
- f. 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.
- g. 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, liability and property damage insurance, 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 Not to Exceed Applicable Prevailing Wage Rates (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 Subcontractor, not to exceed 10% of item (d).		

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		<u>EXTRA</u>	<u>CREDIT</u>
(f)	Subtotal		
(g)	CONTRACTOR's Overhead and Profit: Not to exceed 10% of Item (d) if CONTRACTOR performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by CONTRACTOR and Subcontractors, portions performed by CONTRACTOR shall not exceed 10% of Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d).		
(h)	Subtotal		
(i)	Bond not to exceed one percent (1%) of Item (h)		
(k)	TOTAL		
(l)	Time/ Days		

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.

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.

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7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Article 7.7.3 (a) – (d) only, setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive Change Order where no mark-up shall be allowed, CONTRACTOR will be allowed a maximum of 5% total profit and overhead.

For unilateral Deductive Change Orders, or 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 or 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. All CO's are subject to Audit under Article 13.11 for discounts, rebates and refunds.

7.7.6 Accounting Records

With respect to portions of the Work performed by CO's and CCD's 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.

Any time and material charges shall require Inspector's signature on time and material cards showing the hours worked and the Work actually completed. (See Article 7.7.1.1)

7.7.7 Notice Required

If the CONTRACTOR desires to initiate a Dispute or Claim 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.

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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 Article 7.7.7 and Article 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 reach Substantial Completion (See Article 1.1.46) within the time specified in the Agreement Form. Moreover, CONTRACTOR shall perform its Work in strict accordance with the Project Milestones in the Contract Documents and shall proceed on a properly developed and approved Baseline Schedule, which represents the CONTRACTOR's view of the practical way in which the Work will be accomplished. 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 are owned by the Project and may be utilized as necessary for critical path delays 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 there will be governmental generated delays. Specific to DSA approvals, it is anticipated that no less than twelve (12) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require twenty-four (24) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require six (6) days of Governmental Float) 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 12 days per one (1) year period, but CONTRACTOR is required to include not be less than 12 days of Governmental Delay Float during each one (1) 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 is not Governmental Delay Float under Article 8.1.4.1. 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 or carried at the end of the schedule as Rain Float. 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. 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. 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. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.

A Rain Day shall be granted by Architect or CM if the weather 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 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

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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 inspection must be conducted 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.

8.3.2 Baseline Schedule Requirements

8.3.2.1 *Timing:* Within ten (10) calendar days after Notice to Proceed, 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 within the ten (10) days noted, then DISTRICT may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.

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8.3.2.2 *DISTRICT Review and Approval:* DISTRICT, Architect and CM will review both a paper and electronic copy of Baseline Schedule and may provide comments as noted in this Article and either approve or disapprove the Baseline Schedule. All Schedules shall be prepared using an electronic scheduling program acceptable to DISTRICT. All Schedules shall be delivered in an electronic format usable by the DISTRICT. All logic ties and electronic information shall be included in the electronic copy of the Baseline Schedule that is delivered to the DISTRICT.

8.3.2.3 *Schedule Must Be Within the Given Contract Time.* The Baseline 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 and Contract Documents.

8.3.2.4 *Submittals Must Be Incorporated (See Articles 3.7 and 3.9):* CONTRACTOR shall include Submittals as line items in the Baseline Schedule as required under Article 3.7.2 and 3.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Baseline Schedule shall be deemed a material breach by the CONTRACTOR.

8.3.2.5 *Float Must Be Incorporated.* The Baseline 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 Baseline Schedule must incorporate all Milestones in the Project and 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 this Article 8. The Architect may disapprove of any Schedule or require modification to it if, in the opinion of the Architect or DISTRICT, adherence to the any Schedule prepared by the CONTRACTOR will not cause the Work to be completed in accordance with the Agreement.

8.3.2.6 *No Early Completion.* CONTRACTOR shall not submit any Schedule showing early completion without indicating float time through the date set for Project completion by DISTRICT. CONTRACTOR's Baseline 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.

8.3.2.7 *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 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.

8.3.2.8 *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. The electronic copy of the Baseline Schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. CONTRACTOR is to diligently rebuild and resubmit the

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Baseline 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 Baseline Schedule that is acceptable to the DISTRICT or Architect, the DISTRICT reserves the right to utilize the unapproved originally submitted Baseline Schedule (See Article 8.3.2.12) and the comments submitted to hold CONTRACTOR accountable for timely delivery of Work and maintenance of Milestones. Furthermore, CONTRACTOR's representations in the Baseline Schedule, 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.

8.3.2.9 *CONTRACTOR Responsibility Even if Schedule Issues Are Not Discovered.* Failure on the Part of the DISTRICT to discover errors or omissions in any Schedules submitted shall not be construed to be an approval of the error or omission and any flawed Schedule is not grounds for a time extension.

8.3.2.9 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, the following items required pursuant to these General Conditions, including but not limited to:

1. 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 Baseline 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.
2. 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.
3. Submittal and Shop Drawing schedule under Article 3.9.
4. Deferred Approvals under Article 3.9.
5. Time for separate CONTRACTORS, including furniture installation and start up activities, under Article 6.1.
6. Coordination and timing of any Drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. (See Article 2.1.4).
7. Testing, special events, or school activities

8.3.2.10 *Failure to include Mandatory Schedule Items.* DISTRICT may withhold payment pursuant to Articles 9.3, 9.4 and 9.6. In lieu of withholding payment for failure to include

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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, and the CONTRACTOR fails to correct the noted deficiencies or the CONTRACTOR does not provide an updated Baseline 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 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 Article 8.3.2 Schedule items in the Baseline Schedule and indicate any days that have been used as allowed in Article 8. If CONTRACTOR fails to include all Article 8.3.2 items in its Baseline Schedule or Schedule Updates and the DISTRICT either utilizes an Unapproved Schedule under Article 8.3.2.12 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.

8.3.2.11 *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.

8.3.2.12 *Use of an Unapproved Baseline Schedule.* If the Baseline Schedule submitted by the CONTRACTOR is unacceptable to the DISTRICT (i.e. failing to meet the requirements of Article 8.3.2) and CONTRACTOR does not incorporate or address the written comments to the Baseline Schedule and a Baseline Schedule is not approved, but due to extreme necessity, the DISTRICT moves forward without an approved Baseline Schedule, CONTRACTOR shall diligently revise and meet Schedule update requirements of Article 8 and incorporate all Article 8.3.2 comments in all updates). However, for purposes of Termination pursuant to Article 14, the unapproved Baseline Schedule initially submitted shall be treated as the Baseline Schedule with durations shortened or revised to accommodate all float, all mandatory Schedule requirements under Article 8.3.2, any requirements in the Contract Documents, and all revisions by the DISTRICT or Architect.

8.3.3 Update Schedules

8.3.3.1 *Updates Shall Be Based on Approved Baseline Schedule.* Except in the case where there has not been agreement as to a Baseline Schedule, the approved 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

In the case that no Baseline has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 8.3.2. CONTRACTOR shall be held to the Article 8.3.2.12 unapproved Baseline Schedule, inclusive of all Milestones, float, comments and revisions by the DISTRICT and Architect, all required Baseline Schedule Inclusions under Article 8.3.2, and any requirements in the Contract Documents.

8.3.3.2 *Schedule Updates.* CONTRACTOR shall update the approved 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. Simply stating "DISTRICT Delay" or "Architect Delay" shall be an inadequate listing. Delays shall only be listed if they meet the requirements of Article 8.4.

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.

- a. Failure to Provide a Recovery Schedule. Shall subject CONTRACTOR to the assessment of Liquidated Damages for failure to meet the Contract Time. Refusal or failure to provide a Recovery Schedule shall be considered a substantial failure of performance and a material breach of Contract and may result in Termination of the Contract pursuant to Article 14.
- b. Recovery Schedule Acceleration without Additional Cost. The DISTRICT may require CONTRACTOR prepare 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:
 1. Increase the number of shifts;
 2. Utilize overtime to recover the approved Schedule; and/or
 3. Increase the days when Work occurs, including weekends, at the Project and at any manufacturer's plant.
- c. Recovery Schedule Acceleration without Additional Cost. If CONTRACTOR disputes that the Recovery Schedule acceleration shall be issued without additional costs, the CONTRACTOR shall submit concurrent with Recovery Schedule acceleration notice pursuant to Articles 8.4.3 and 8.4.4.

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 SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO THE DISTRICT THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ARTICLE 1.1.46). CONTRACTOR AND ITS SURETY SHALL

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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 to bear the risk of delays to Completion of the Work and that CONTRACTOR's bid for the Project was made with full knowledge of this risk.

In agreeing to bear the risk of delays to complete 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 Completion of the Project within the Contract Time, and shall not entitle the CONTRACTOR to an adjustment to the Contract time.

8.4.3 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 7105, acts of enemy, epidemics, pandemics, and quarantine restrictions. Any delays caused by acts of God, as defined in Public Contract Code section 7105, acts of enemy, epidemics, pandemics, quarantine restrictions, Project shutdowns, suspensions, or any orders issued a federal, state, local or other governmental authority (collectively, "Force Majeure Events") shall be deemed non-compensable excusable delays. 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.

8.4.3.1 *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 or if caused by Force Majeure Events.

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

8.4.3.3 *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. Blanket or general claims for extra days without specific detailed information as

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required herein or a blanket or general reservation of rights do not fulfill the requirements of this Article and shall be denied. 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 fragnet 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.

8.4.4 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 written 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.

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

8.4.4.1 *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 required float days in the Fragnet.
- d. CONTRACTOR submits a complete breakdown of all costs incurred utilizing the format of Article 7.3.3

8.4.5 No Additional Compensation for Coordinating Governmental Submittals and the Resulting Work

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CONTRACTOR HAS PLANNED ITS WORK AHEAD OF TIME AND IS AWARE THAT GOVERNMENTAL AGENCIES, SUCH AS THE 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 IN THE CONTRACTOR'S BASELINE SCHEDULE. FAILURE TO ADEQUATELY PLAN AND SCHEDULE IS NOT A BASIS TO USE GOVERNMENTAL DELAY FLOAT.

8.4.6 DISTRICT Right to Accelerate the Work

The DISTRICT may direct the CONTRACTOR to meet schedule requirements when the Work has been delayed. 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.

8.4.6.1 *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.

8.4.6.2 *Costs for Acceleration.* Cost for Acceleration shall be supported by backup documentation, and time sheets signed by the Inspector for each day work has been performed, at or near the time when the Work was performed. A listing on the time sheet shall document all labor, materials and services utilized that day and provide areas of work, and amount of work performed. CONTRACTOR shall comply with submission requirements of Article 7.7.

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ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum or Contract Price 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 after Notice to Proceed, 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 after the date of the Notice to Proceed, 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 after the date of the Notice to Proceed, 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 *Break Down of Schedule of Values.* 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 *Based on CONTRACTOR Bid Costs.* 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 Largest Dollar Value for Each Line Item. Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half of one percent (0.5%) of their Contract Price, whichever is less.

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9.2.2.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

9.2.2.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the DISTRICT.

9.2.3 DISTRICT Approval Required

The DISTRICT shall review all submissions received pursuant to Article 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 substantially complex, within thirty-five (35) 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 substantially 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 Retention 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;

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- 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;
- 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 which states:

"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.

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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 Article 9.6. The review of the CONTRACTOR's Application for Payment by the Architect is based on the Architect's observations at the Project 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 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 Payment Application that has been submitted. CONTRACTOR shall promptly respond to Pencil Drafts or CONTRACTOR's Payment 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 Payments, Final Payments or Retention Payment) is contingent upon submission of a proper and accurate Payment 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:

1. The amount paid to the date of the Payment Application to the CONTRACTOR, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
2. The amount being requested under the Payment Application 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;

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3. The balance that will be due to each of such entities after said payment is made;
4. A certification that the As-Built Drawings and Annotated Specifications are current;
5. Itemized breakdown of Work done for the purpose of requesting partial payment;
6. An updated or approved Baseline Schedule or other Schedule updates in conformance with Article 8;
7. Failure to submit an updated Schedule for the month or any previous month;
8. The additions to and subtractions from the Contract Price and Contract Time;
9. A summary of the Retention held;
10. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the DISTRICT may require from time to time;
11. The percentage of completion of the CONTRACTOR's Work by line item;
12. An updated Schedule of Values from the preceding Application for Payment;
13. Prerequisites for Progress Payments; and
14. Any other information or documents reasonably requested by the DISTRICT, Architect, Inspector or CM (if applicable).

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:

1. Installation of the Project sign;
2. Receipt by Architect of Submittals;
3. Installation of field office;
4. Installation of temporary facilities and fencing;
5. Submission of documents listed in the Article 9.2 relating to Contract Price breakdown;
6. Preliminary schedule analysis, due within 10 days after Notice to Proceed;

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7. CONTRACTOR's Baseline Schedule (to be CPM based in conformance with Article 8);
8. Schedule of unit prices, if applicable;
9. Submittal Schedule;
10. Copies of necessary permits;
11. Copies of authorizations and licenses from governing authorities;
12. Initial progress report;
13. Surveyor qualifications;
14. Written acceptance of DISTRICT's survey of rough grading, if applicable;
15. List of all Subcontractors, with names, license numbers, telephone numbers, and scope of work;
16. All bonds and insurance endorsements; and
17. 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 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 Payment Application (90% or 95%).* See Article 9.11.1

9.4.1.6 *Final Payment Application (100%).* See Article 9.11.3

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 there from.

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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 therefore, 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 the Agreement Form, 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. Any withholdings by the DISTRICT for stop notices in accordance with Civil Code section 9358 shall not be a basis by the CONTRACTOR to make a Claim for interest penalties under Public Contract Code sections 7107 or 20104.50.

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 Article 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;
- 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 Documents, and verified reports;
- i. Failure of the CONTRACTOR to maintain As-Built Drawings;
- j. Erroneous estimates by the CONTRACTOR of the value of the Work performed, or other false statements in an Payment Application;
- k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));

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- 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 Baseline Schedule or any Schedule or Schedule update in accordance with Article 8;
- r. Failure to pay Subcontractor or suppliers as required by Article 9.8.1
- s. Failure to secure warranties, including the cost to pay for warranties;
- t. Failure to provide releases 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 9.9.1.1 which have gone through the Article 2.2 process; or
- w. Allowances that have not been used.

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 Article 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 therefore.

9.6.3 Payment After Cure

GENERAL CONDITIONS

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. 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 Certificate 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

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DISTRICT and county are specifically met. Some school DISTRICTs cannot issue joint checks, so the ability to issue joint checks depends on the school 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 1.1.46 for definition of Substantially Complete), the CONTRACTOR shall prepare and submit to the DISTRICT a comprehensive list of minor items to be completed or corrected (hereinafter "Incomplete Punch Items" or "Punch List"). 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 1.1.46 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 definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate 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. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

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 for the Project. During the Punch List period, the CONTRACTOR's 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 DISTRICT 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.

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.

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- a. Extension of Time to Complete Punch List. 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.
- b. If there is no valued Punch List accompanying any request or if CONTRACTOR intends to undertake Punch List without the continued support and supervision of its Superintendent and Project Manager (as required under Article 3.2), 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.

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 partially compensate the Inspector, Architect, and Construction Manager's extended time on the Project. 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 re-inspect 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 (and actual) costs for Inspection, Architect and Construction Manager time required during Punch List. 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 Punch List 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

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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 for Final Completion of the Project

- 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. As-Built Up to Date and Complete. 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 As-Built Drawings
 - 1. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Built Drawings
 - 2. CONTRACTOR is liable and responsible for inaccuracies in As-Built Drawings, even though they become evident at some future date.
 - 3. Upon completion of the Work and as a condition precedent to approval of Retention 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.
 - 4. DISTRICT may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the CONTRACTOR does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As Built Drawing.

- 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. Submission of Form 6-C. CONTRACTOR shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The CONTRACTOR understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the construction by CONTRACTOR and utilized to verify under penalty of perjury that the Work performed by CONTRACTOR complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two consequences. First, the Construction of the Project will not comply with the design immunity provisions of Government Code section 830.6 and exposes the DISTRICT and the individual Board members to personal liability for injuries that occur on the Project.

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Secondly, under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so CONTRACTOR will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

1. *Execution of the DSA Form 6-C is Mandatory.* Refusal to execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code section 17312 and shall be referred to the Attorney General for Prosecution.
2. *Referral to the DISTRICT Attorney for Extortion.* If the CONTRACTOR's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or litigation, then the matter shall also be referred to the DISTRICT Attorney for prosecution for extortion.
3. *CONTRACTOR shall be Responsible for All Costs to Certify the Project.* The DISTRICT may certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (located at the DSA website). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the CONTRACTOR's responsibility and the DISTRICT reserves its right to institute legal action against the CONTRACTOR and CONTRACTOR's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.

f. ADA Work that must be corrected to receive DSA certification. See Article 12.2.

g. 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.

1. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.

h. Inspection Requirements. Before calling for final inspection, CONTRACTOR shall determine that the following Work has been performed:

1. The Work has been completed;
2. All fire/ life safety items are completed and in working order;

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3. Mechanical and electrical Work complete, fixtures in place, connected and tested;
4. Electrical circuits scheduled in panels and disconnect switches labeled;
5. Painting and special finishes complete;
6. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order;
7. Tops and bottoms of doors sealed;
8. Floors waxed and polished as specified;
9. Broken glass replaced and glass cleaned;
10. Grounds cleared of CONTRACTOR's equipment, raked clean of debris, and trash removed from Site;
11. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;
12. Finished and decorative work shall have marks, dirt and superfluous labels removed;
13. Final cleanup, as in Article 3.12;
14. All Work pursuant to Article 9.11.2; and
15. Furnish a letter to DISTRICT stating that the DISTRICT's Representative or other designated person or persons have 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 Article 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.

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 Article 4.6. When the CONTRACTOR considers a portion

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complete, the CONTRACTOR shall prepare and submit a Punch List to the DISTRICT as provided under Article 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 Work not complying with the requirements of the Contract Documents.

9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Payment (90% Billing if Substantially Complex Finding and 95% Billing If No Finding Is Made)

The following items must be completed before the Final Payment Application will be accepted for processing at Substantial Completion of the Project:

- 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 1.1.46;
- 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. Changeover 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.

9.11.2 Final Inspection (Punch List Completion)

CONTRACTOR shall comply with Punch List procedures under Article 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 completion of the Work under Article 9.9.1, the CONTRACTOR shall notify the DISTRICT and Architect, who shall again inspect such Work. If the Architect and the DISTRICT find the Work contained in the Punch List acceptable under the Contract Documents, the Work shall have reached Final Completion. Architect shall notify CONTRACTOR, who shall then submit to the Architect its

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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.

If the Architect and the DISTRICT find that the Work contained in the Punch List is unacceptable, 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 DISTRICT 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.

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 the Contract Documents (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.

- a. 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.
 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

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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 Article 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 Article 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 9.6 and/or 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.

DISTRICT shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the DISTRICT agrees, in writing, that warranties shall commence running or where the DISTRICT is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 4.2.7.

9.11.6 Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Payment Application).

If CONTRACTOR submits a Final Payment Application which fails to include deductive items under Article 9.6, the DISTRICT or Architect shall note this defective request for Final Payment Application. The CONTRACTOR shall be notified that specific deductive items shall be included in the Final Payment Application. If CONTRACTOR either continues to submit the Final Payment Application

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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 Payment Application, then DISTRICT may either alter the Final Payment Application and recalculate the math on the Final Payment Application to address the Article 9.6 deductive items or process a unilateral Final Payment Application.

9.11.7 Unilateral Release of Retention

After the recordation of the Notice of Completion, or within 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/or Article 2.2, withholds due to stop notices, or withholdings due to 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 as set forth in the form contained in the Bid Documents.

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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.

10.1.4 Accident Reports

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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

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 antinolite.

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.

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.

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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.

6.2. CONTRACTOR is constructive owner of Project site as more fully discussed in Article

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.

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

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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. Avoid performing any Work that will disturb students during testing.
- c. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- d. Deliver materials to building area over route designated by Architect.
- e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- f. 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.
- g. 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

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accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefore 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.

- h. 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 Article 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

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material on the Project Site. In addition, the CONTRACTOR shall defend, indemnify and hold harmless DISTRICT and its agents, 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

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 with a financial rating of at least an A-VIII 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 Work under the Contract and for which the CONTRACTOR may be legally liable, whether such Work 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. Any required insurance shall not contain any exclusion that applies to the type of work performed by the CONTRACTOR under the Contract Documents.

- 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.

11.1.2 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:

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Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

- (a) Per occurrence (combined single limit) \$2,000,000.00
.....
- (b) Project Specific Aggregate (for this Project only) \$2,000,000.00
.....
- (c) Products and Completed Operations (aggregate) \$2,000,000.00
.....
- (d) Personal and Advertising Injury Limit \$1,000,000.00
.....

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 \$2,000,000.00
.....
- (b) Material Hoist where used in amounts \$1,000,000.00
.....
- (c) Explosion, Collapse and Underground
(XCU coverage) \$1,000,000.00
- (d) Hazardous Materials \$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00).

11.1.3 Subcontractor Insurance Requirements

The CONTRACTOR shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 11.1 in like amounts. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of Article 11.1 without prior written approval of the DISTRICT.

11.1.4 Additional Insured Endorsement Requirements

The CONTRACTOR shall name, on any policy of insurance required under Article 11.1, the DISTRICT, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent CONTRACTORS as additional insured. Subcontractors shall name the CONTRACTOR, the DISTRICT, Architect, and Inspector, the State of California, their officers,

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employees, agents, volunteers and independent CONTRACTORS as additional insured. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), 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 insured 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 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.

11.2 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the CONTRACTOR shall provide workers' compensation and employer's liability 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 insurance coverage for the protection of those employees not otherwise protected. The CONTRACTOR shall file with the DISTRICT certificates of insurance as required under Article 11.7 and in compliance with Labor Code § 3700.

Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

11.3 SEXUAL ABUSE/MOLESTATION

The CONTRACTOR shall carry and maintain during the term of this agreement a policy with a limit of not less than \$1,000,000 sexual abuse injury limit of insurance. The CONTRACTOR shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss

11.4 BUILDER'S RISK/ "ALL RISK" INSURANCE

11.4.1 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

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thereof. Such insurance shall include the DISTRICT and the Architect as additional named insured, 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.

11.5 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. This requirement may be waived upon confirmation by the DISTRICT that such coverage is provided under the Builder's Risk Insurance being provided.

11.6 AUTOMOBILE LIABILITY

11.6.1 The DISTRICT, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the DISTRICT, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the CONTRACTOR's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the DISTRICT, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the CONTRACTOR.

11.6.2 Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$2,000,000 per accident for bodily injury and property damage.

11.7 OTHER INSURANCE

The CONTRACTOR shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.8 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:

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“This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail 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 insured 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.

11.8 COMPLIANCE

In the event of the failure of 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.

11.9 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.

The provisions of this Article 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 there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

11.10 PERFORMANCE AND PAYMENT BONDS

11.10.1 Bond Requirements

Unless otherwise specified in the Supplemental 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

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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.

11.10.2 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.

11.10.3 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 Issuance of Notices of Non-Compliance

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 Americans 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.

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12.2.1 Indemnification of ADA Claims

CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT from ADA claims arising from the failure to comply with the Plans and Specifications. Further, any withholdings for ADA violations under 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 such Work shall 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 Non-Conforming 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 fees, and additional inspection and special inspection costs).

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12.4.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Article 9.9.1, or by the terms of an 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 one (1) year 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 Article 12.4.2 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 there under 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 there under, 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.

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

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DISTRICT's representative and not by the CONTRACTOR. See Articles 3.13.1 and 4.3.6 regarding costs or expenses of inspection or testing outside of the Project Site.

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 Article 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 Articles 13.5.6 and 13.5.7.

13.5.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Articles 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 shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 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.

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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.

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.

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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.

13.7.6 Monitoring and Enforcement by Labor Commissioner

Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The CONTRACTOR and all subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The CONTRACTOR and all subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The DISTRICT will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's 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 Labor Commissioner/ DLSE 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 Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE 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/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE 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 Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to 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.

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Prior to commencing any Work on the Project, the CONTRACTOR shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

13.8 RECORDS OF WAGES PAID

13.8.1 Payroll Records

- a. Pursuant to §1776 of the Labor Code, the CONTRACTOR and each 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.

All payroll records as specified in Labor Code §1776 of the CONTRACTOR and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the DISTRICT with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

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.
- b. 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.

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- c. 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.
- d. 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.
- e. 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.
- f. 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. 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

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- 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 apprentice able 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 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. "Apprentice able craft or trade" as used in this Article means a craft or trade determined as an apprentice able 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

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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 apprentice able 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 apprentice able 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 Retention 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 (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

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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 or a Notice of Completion is Recorded, whichever occurs first. CONTRACTOR shall preserve and cause to be preserved such books, records, hard drives, electronic media, 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 or Claims based on the actual costs incurred and to reduce the uncertainty in resolving Disputes or Claims 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, Disputes, Claims, or other requests for payment are in error, or have has any other concerns or questions, 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.

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 Reports (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.

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 (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. 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.

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Upon notification of CONTRACTOR concerning the results of the audit and a reasonable time has passed for CONTRACTOR to respond to the Audit findings and if either there is no Dispute of the Audit findings under Article 4.6 or if the result after utilizing the Disputes Clause confirms the Audit findings, the DISTRICT may seek reimbursement for overstated Disputes, Claims, or Change Orders 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 preparation, 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 DISTRICT will not issue a Notice to Proceed until CONTRACTOR has prepared by a qualified individual and obtained approval of the Permit Registration Documents (“PRDs”) that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The CONTRACTOR shall also secure a certification that the 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 Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook
- 2009 California Stormwater Quality Association Construction BMP Handbook.
- State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:
- http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.- Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

13.12.3 Preparation and Approval

The CONTRACTOR shall prepare by a qualified individual the PRDs that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents. The CONTRACTOR’s Qualified SWPPP Developer (“QSD”) shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 The CONTRACTOR shall prepare and submit to the Local Governing Agencies and the DISTRICT the SWPPP for review and approval if the project sites, new or existing, with

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land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development); the construction activity that results in land surface disturbances of less than one acre is part of a larger common plan of development or sale of one or more acres of disturbed land surface; or the construction activity associated with Linear Underground/Overhead Projects ("LUPs") including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but are not limited to, underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or foundations, pole and tower installations, pipeline installations, welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

13.12.3.2 The CONTRACTOR shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board. The Notice of Intent must be submitted at least two weeks prior to the commencement of construction activities.

13.12.3.3 The CONTRACTOR shall prepare the SWPPP by following the format in Sections 2, 3, 4 and Appendices A through F of the California Stormwater BMP Handbook - Construction, January 2009 edition, published by the California Stormwater Quality Association. The publication is available from:

California Stormwater
Quality Association
P.O. Box 2105
Menlo Park, CA 94026-2105
Phone: (650) 366-1042
E-mail: info@casqa.org

or

<https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx>

13.12.3.4 Where land disturbance is less than 1 acre, any BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the DISTRICT.

13.12.3.5 Within two weeks after Award of Contract by the DISTRICT, the CONTRACTOR shall submit to the DISTRICT's Civil Engineer one copy of the PRDs including the SWPPP for review. After the DISTRICT's approval, the CONTRACTOR shall provide approved copies of the SWPPP as follows: one copy each to the Project Inspector, Construction Manager, Architect, Commissioned Architect and DISTRICT's Civil Engineer.

13.12.4 Implementation

The CONTRACTOR shall implement the Storm Water Pollution Prevention Plan by doing the following:

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- a. Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once your PRDs are administratively accepted and fee is received.
- b. Keep the SWPPP, REAPs, monitoring data on the construction site.
- c. Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").
- d. Install, inspect, maintain and monitor BMPs required by the General Permit.
- e. Install perimeter controls prior to starting other construction work at the site.
- f. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.
- g. Implement the SWPPP.
- h. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.
- i. Designate trained personnel for the proper implementation of the SWPPP.
- j. Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.
- k. Report monitoring data:
 1. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.
 2. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.
 3. Assist the DISTRICT with entering any necessary data or information into the Stormwater Multi-Application and Reporting System ("SMARTS") system.
- l. At the end of Construction Contract:
 1. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.
 2. 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.

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3. 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.

13.12.5 Monitoring

The CONTRACTOR shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The CONTRACTOR shall also conduct examination of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least 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 Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 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).

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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, material men, 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

GENERAL CONDITIONS

- h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- 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 remediation 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 Article 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 Project. In such a case, the CONTRACTOR shall have no Claims against the DISTRICT except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). 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 not otherwise already paid for by the DISTRICT up to the time of termination under this Paragraph 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

GENERAL CONDITIONS

- c. Initiate procedures to declare the CONTRACTOR a non-responsible bidder for a period of two (2) to five (5) years thereafter.

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 Article 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 Article 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 DEBARMENT MEANS THERE HAS BEEN A FINDING THAT THE CONTRACTOR IS NOT RESPONSIBLE.

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 (5) years, but may exceed five (5) 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 BOARD FINDING

The DISTRICT may debar a CONTRACTOR if the Board, or the Board's delegatee, in its discretion, finds the CONTRACTOR has done any of the following:

15.2.1 Intentionally or with reckless disregard, violated any term of the 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 AND 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 or its delegated designee.

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 DISTRICT shall be entitled to modify, deny or adopt the proposed decision. 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

GENERAL CONDITIONS

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 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 (5) years; (2) the debarment has been in effect for at least five (5) 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 review evidence on the proposed reduction of debarment period. 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 CONTRACTOR.

SUPPLEMENTARY GENERAL CONDITIONS

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 3.10.4 Add the following: The CONTRACTOR shall require all Subcontractors to prepare and submit to the CONTRACTOR, within fifteen (15) days of execution of the Subcontract, comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for the CONTRACTOR's or Architect's approval.

ARTICLE 11 – INSURANCE AND BONDS

Article 11.10 Performance and Payment Bonds – The number of executed copies of the Performance Bond and the Payment Bond required is three (3).

SUPPLEMENTARY GENERAL CONDITIONS

Division 1 Forms

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): _____

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

SUPPLEMENTARY GENERAL CONDITIONS

CERTIFICATE 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 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 on the following date:
_____.

Architect



Division 01

GENERAL REQUIREMENTS

for

F20-02 OEHL ES - MODERNIZATION

**San Bernardino City Unified School District
777 North F Street, San Bernardino, CA 92410**

**PBK -WLC
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730**

MARCH 2021

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**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work of these Contract Documents for the construction of:

PROJECT: F21-02 OEHL ES – MODERNIZATION

Architect: PBK – WLC

Contact: SLADE JOHNSON

Email: slade.johnson@pbk-wlc.com

1.02 GENERAL

- A. Work under this Contract includes furnishing all labor, materials, services and transportation which is required for completion of the Project at F20-02 OEHL ES – MODERNIZATION in accordance with the Contract Documents.
- B. The Contract Time for completion shall be that shown in the Construction Progress Schedule.
- Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the work **within 210 Calendar Days** from receipt of the notice to proceed. It is expressly understood that time is of the essence.
- C. At the F20-02 OEHL ES - MODERNIZATION, some of the work may be performed within a portion of an active school campus. All work shall be conducted in a manner that does not impact the health and safety of school staff, students, site workers and project personnel, adjacent property owners, and/or the general public. Contractor shall at all times employ safety practices and environmental controls which take into consideration the fact that work is being performed on an active school campus. All work shall be performed in a manner which maximizes safety.
- D. 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.
- E. Contractor's Safety Performance Requirement: SBCUSD places safety and safe work practices at a premium, especially in regard to operations on active District campuses.
- F. All work shall be performed in a manner that minimizes impact to the environment, minimizes waste and maximizes the amount of salvageable material recovered throughout the project(s).
- G. All work shall be performed in a manner that minimizes noise and vibration impacts to the adjacent classrooms, school operations and surrounding neighborhood. In some cases, loud or high vibration activities may have to be rescheduled to accommodate school instructional or testing activities. Such activities may require work on weekends, during holiday breaks, or other times when the campus is not occupied. Cost of rescheduling and of off hours' work shall be at Contractor's expense. Holiday break periods for the 2020-21 and 2021-22 school years are as follows:
- Summer Break 6/7/21 – 7/26/21
 - Independence Day 7/5/21
 - Labor Day 9/6/21
 - Veterans Day 11/11/21
 - Thanksgiving 11/22/21-11/26/21
 - Winter Recess 12/20/21-1/7/22
 - Dr Martin Luther King Jr. 1/17/22
- H. All work shall be performed in a manner that protects existing infrastructure, landscaping, furnishings, equipment, and other structures or items designated to remain.
- I. All work shall be performed in a manner that meets the District's expectation for safe work execution, as well as adherence to schedule and project budget.

1.03 SUMMARY SCOPE OF WORK

The complete Scope of Work shall be as detailed in project contract documents, exhibits and attachments, project General Conditions, RFP documents and attachments, project drawings and specifications. A brief summary of the Scope of Work is provided below:

A. **Site Work:**

Site work at the F20-02 OEHL ES – MODERNIZATION campus includes:

On the exterior work includes: updating the parking stalls to ADA compliance, and fixing path-of-travel concrete work.

Buildings:

Work on campus buildings includes Upgrades to restrooms with new fixtures and new equipment. Some tile work will be required along with some concrete work. Modernization of the current open library plan to an enclosed library with computer lab and reading room, which includes new carpet, new paint and drywall work, new storefront glass, LVT flooring, power, data and fire alarm items. New doors, and reworking of wood stud framing, ceilings, and existing thresholds and new signage.

B. **COVID-19 Safety**

All Contractor employees, subcontractors and visitors shall be required to comply with SBCUSD **COVID-19 Safety Plan** (see *RFP Division 00 Attachment 13 - COVID-19 Safety Plan*) prior to entering any SBCUSD campus, jobsite or work location

1.04 BIDDER'S INVESTIGATIONS

A. **Bidder's Investigation:**

Bidder shall visit site and become familiar with site conditions at the project site.

1. Bidder may, at Bidder's own expense and prior to bidding, make soil surveys and investigations Bidder considers necessary, following written notification to and approval by the District representative.
2. Bidder assumes risk that soil and underground conditions may be other than that indicated in soil investigation data.

B. **Procedures:**

1. Obtain authorization from authorized District Representative prior to start of borings or subsurface investigations.
2. Immediately upon completion of Bidder's subsurface investigation, return site areas affected by investigations to condition existing prior to start of Bidder subsurface investigations as directed by District

Representative.

1.05 WORK COMPONENTS

The following work components are required by the Contract, Technical Specifications and Bid Proposal Exhibits and text of this RFP:

A. Activities Prior to Start of On-site Work:

1. Obtain ALL permits necessary to perform the scope of work.
2. Prepare and file all required notifications, including but not limited to South Coast Air Quality Management District (SCAQMD) Rule 1403 required notifications. SCAQMD Notifications must be filed at least 10 days before the start of work.
3. Submit and fully adhere to Contractor's health and safety plan in full compliance with CalOSHA, SCAQMD, and project specifications. Site work may not proceed until this plan is delivered to and accepted by District.
4. District has contracted a survey of asbestos, lead-based paint and other hazardous wastes to confirm presence of these materials. (See survey reports – Attached in Specifications).
5. Identify and procure the services of licensed waste haulers and properly permitted Waste Disposal/Management Facilities for the transportation and disposal of all material generated during hazardous materials abatement and demolition activities.
6. Submit a detailed work schedule for the project for review and acceptance by District.

B Hazardous Material Abatement and/or Mitigation:

A recent hazardous materials survey was conducted at the Bonnie Oehl campus by EFI Global. Findings are summarized in their report of date, December 21, 2020, "**Limited Asbestos, Lead & Hazardous Materials Assessment Report**". Hazardous material abatement and/or mitigation activities are to include abatement of, but are not limited to, the following materials as listed in sections 1.05 B.1, 2, and 3 below:

1. Asbestos Containing Materials (ACMs): Asbestos was detected in the following locations:
 - a. Yellow Adhesive under carpet.
2. Lead-Based Paint (LBP) and Lead containing items: Lead was detected above concentrations greater than 1.0 mg/cm² in the following:
 - a. Red paint on metal door frames.
 - b. Other Hazardous Materials:
 - a. Any and all existing fluorescent light bulbs that will be impacted by demolition and or renovation activities should be removed, disposed of or recycled as Mercury containing waste. All such light tubes should be

handled and containerized properly, in a manner to prevent breaking and potentially releasing mercury.

4. Contractor shall be responsible for the all required employee training, regulatory agency notifications, jobsite signage as well as proper removal and disposal of any/all hazardous materials designated to be removed or that are encountered in the course of the project(s).
5. Any/all hazardous materials abatement work completed while campus is occupied shall be completed between the hours of 4:00 p.m. and 7:00 a.m., or during holidays, weekends or other days when school is not in session.

C. Campus Systems to Remain Operational

1. All campus systems and utilities shall remain operational throughout the project, including but not limited to:
 - a) Electrical service
 - b) Water
 - c) Irrigation
 - d) Storm drains
 - e) Sewer
 - f) Natural gas
 - g) Telephone
 - h) Data (Ethernet, Wi-Fi and or cable service)
 - i) Public Address System
 - j) Campus synchronized clocks & bells
 - k) Security system(s)
 - l) including cameras, sensors, and electronic strikes
2. Fire Alarm Systems shall remain operational.

In the event of any alarm condition, or if required for testing or fire drill procedures, Contractor shall allow District and/or fire personnel immediate access to fire alarm control panel(s).
3. Campus synchronized clock and bells system shall remain operational.

In the event that campus administration staff need to adjust clock or bell schedules, Contractor shall allow District personnel access to the bell system control panel(s).
4. The campus public address amplifier shall remain operational.
5. Data switches, equipment and data cabling from Electrical Room to other campus buildings shall remain operational throughout the duration of the project.

D. Demolition

1. All employees engaged in selective demolition activities shall be instructed regarding the contents of the Contractor's Health & Safety Plan(s).
2. Any/all demolition shall be performed in a manner that emphasizes and maximizes the safety of students, staff, area residents as well as project personnel and support staff.
3. Demolition shall be performed in a manner that does not encroach upon or cause damage to adjacent properties and structures.
4. Demolition shall be performed in a manner that facilitates safe and efficient handling and load out of materials for disposal.
5. The sequence of Demolition, material stockpiling, loadout, transport, and disposal shall be performed in a manner that promotes a smooth workflow to meet schedule milestones.
6. Contractor shall take measures to protect in place adjacent trees and landscaping designated to remain.

E. Construction

1. All employees engaged in construction activities shall be instructed regarding the contents of the Contractor's Health & Safety Plan(s).
2. Any/all construction shall be performed in a manner that emphasizes and maximizes the safety of students, staff, area residents as well as project personnel and support staff.
3. Any/all construction shall be performed in full compliance with project plans, specifications, and documents.
4. Any/all construction shall be performed in full compliance with regulatory requirements.

1.06 SEQUENCING OF WORK

- A. Proper regulatory notifications must be filed and Health & Safety plans be submitted, and permits be secured prior to commencing site work. Proof of filing of regulatory agency notifications will be required prior to start of work.
- B. Installation of perimeter fencing and screening must be completed prior to initiation of other site activities.
- C. Hazardous Materials Abatement work must be completed, inspected and approved by the District representative and/or District consultant prior to the start of any demolition.

1.07 PERMITS, LICENSES AND FEES

A. Permits:

1. For Work included in the Contract, Contractor shall obtain all permits from authorities having jurisdiction including but not limited to City of San Bernardino, serving utility companies and other state and local regulatory agencies.

2. District will reimburse Contractor for amount charged for such permits, without mark-up.

B. Licenses and certifications:

1. Contractor shall obtain and pay all licenses and certifications associated with project demolition, abatement and 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.

END OF SECTION

SECTION 01 11 14
WORK SEQUENCE and PHASING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for phasing of the Work include logistics, phasing, and completion of designated phases prior to commencement of subsequent phases.

1.02 RELATED SECTIONS

- A. Summary of the Work
- B. Project Coordination and Meetings
- C. Submittals
- D. Construction Progress Schedule
- E. Construction Facilities
- F. Temporary Controls
- G. Contract Closeout

1.03 SUBMITTALS

- A. Prior to commencement of the Work, CONTRACTOR shall prepare and submit to the DISTRICT a Project Logistics Plan, including a Logistics Site Plan, showing in detail the Contractor's 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.

- #### 1.04 PHASING OF THE WORK --GENERAL

- ## 1.05 PHASING OF THE WORK – SPECIFIC

- END OF SECTION**

SECTION 01 11 40 WORK RESTRICTIONS

PART 1 – GENERAL

SECTION INCLUDES:

Contractor's Use of Premises
Access Roads
Parking
Work Hours
Restrictions on Noise, Dust, and Odor Emissions
Restrictions on Air Emissions of Toxic Chemicals
Protection of Existing Utilities

CONTRACTOR'S USE OF PREMISES:

- A.** Contractor shall confine all operations, including the storage of materials, to the designated areas of the Project Site as shown in the Drawings, or as otherwise approved in writing by the Owner's Representative. Contractor shall be responsible for arranging for, and paying the costs of, any necessary off-site storage. No Impacted Materials shall be stored or stockpiled outside of the Project Site.
- B.** Contractor's use of the premises shall be limited to the Work being performed under the Specifications and Drawings.
- C.** Contractor shall be responsible for the security and safety of Contractor's equipment and facilities. Owner and the Owner's Representative shall not be liable for loss or damage of Contractor's tools, vehicles, equipment, or materials, whatever the cause. Such loss or damage shall not be sufficient reason for changes in the Project Schedule.
- D.** Contractor shall be responsible for any damage to roadways, facilities, (unless otherwise marked for removal), or structures on, or adjacent to, the site due to negligence, carelessness, actions, errors, or omissions on the part of the Contractor.

ACCESS ROADS:

- A.** Contractor vehicles shall enter and exit the site only at the location designated or as otherwise approved in writing by the Owner's Representative.
- B.** Contractor shall be responsible for obtaining any permits and paying any fees necessary for Contractor's use of public streets or roads.
- C.** Contractor shall abide by local, state, and federal regulations, including, but not limited to, any flaggers and signage for impeded traffic flow on public streets.
- D.** Contractor shall, at all times, provide for unimpeded access for emergency vehicles to the Project Site and nearby properties.

PARKING:

- A.** Contractor shall park construction vehicles and construction equipment only in areas designated for such purpose in accordance with Specifications.
- B.** Contractor employees shall park personal vehicles only in an employee parking area as designated by the Owner's Representative.
- C.** Vehicles shall not be parked in any locations where they impede traffic or access to areas where Work is being conducted.

WORK HOURS:

- A.** Normal Work Hours (for activities other than hazardous materials abatement) will be 7:00 a.m. to 5:00 p.m. Monday through Friday, or as determined in advance of Work between the Owner's Representative and Owner. Work hours established by any ordinance, law, or regulation shall supersede the requirements of this Specification.
- B.** Hazardous materials abatement activities shall not be conducted during normal school hours. Hazardous materials abatement activities shall occur on school holidays or weekends or, on school days, between the hours of 4:00 p.m. and 7:00 a.m.
- C.** Should alternate or extended work hours be approved, Contractor shall conduct all Work during daylight hours so that the Work can be conducted safely and the Owner's Representative can effectively observe the Work, or Contractor may furnish adequate lighting for activities conducted by prior written approval of the Owner's Representative. Contractor shall provide adequate lighting at all times, as deemed necessary by the Owner's Representative for safety reasons, provided that the Contractor can demonstrate that light levels in the Work area meet or exceed OSHA Regulations.
- D.** Contractor may conduct regular equipment maintenance during hours outside of the Normal Work Hours defined in this Section. The Contractor shall notify the Owner's Representative of such activities.
- E.** Contractor personnel shall not work on site alone.
- F.** Any variation from Normal Work Hours, or work on weekends or holidays shall be subject to approval by the Owner's Representative and Owner. Contractor shall submit notice to the Owner's Representative no less than 24 hours prior to requesting any necessary variation from Normal Work Hours, to allow for adequate review and coordination of staff. Contractor's notice to the Owner's Representative and Owner shall include Work activities to be conducted outside of Normal Work Hours, the hours and days that those activities shall be conducted, and the requested duration of the change in Normal Work Hours.
- G.** Emergency repairs of equipment outside of Normal Work Hours may be performed without 24-hour notice, but Contractor shall verbally notify the Owner's Representative prior to such emergency maintenance.

RESTRICTIONS ON NOISE, DUST, AND ODOR EMISSIONS:

- A.** Contractor is responsible for conducting all Work in accordance with all applicable Laws and Regulations concerning work hours, noise or sound levels including but not limited to the requirements of the City of San Bernardino. Work involving high noise or high vibration

levels may be restricted so as not to conflict with school testing and/or instructional activities.

- B.** Contractor is responsible for conducting all Work in accordance with all applicable Laws and Regulations concerning airborne dust emissions including but not limited to the requirements of SCAQMD and the City of San Bernardino.
- C.** Contractor is responsible for conducting all Work in accordance with all applicable Laws and Regulations concerning odor emissions including but not limited to the provisions of the City of San Bernardino.
- D.** Contractor shall control the Work at all times such that noise, dust, and odor measurements do not exceed the Action Levels in the Specifications, Contractor's Health and Safety Plan and or regulatory limits.
- E.** The Owner's Representative and Owner shall have authority to direct Contractor to stop Work or modify Work methods or activities as necessary to comply with the Health and Safety Plan, to prevent interruption to school testing or instructional activities, or should the Owner's Representative deem odor emissions, noise levels, or dust emissions be excessive.

1.07. RESTRICTIONS ON AIR EMISSIONS OF HAZARDOUS OF TOXIC MATERIALS:

- A.** Contractor shall be responsible for conducting all Work in accordance with Laws and Regulations concerning airborne emissions of hazardous dusts or toxic chemicals including but not limited to the requirements of SCAQMD, California DTSC and the City of San Bernardino.
- B.** Contractor shall control the Work at all times such that concentrations of airborne constituents measured at the perimeter of the work area are below the Action Levels set forth in the Health and Safety Plan and/or regulations.
- C.** The District and/or Owner's Representative shall have authority to direct the Contractor to stop Work or modify Work methods or activities as necessary to enforce compliance with the Action Levels for airborne emissions of toxic chemicals.

1.08. PROTECTION OF EXISTING UTILITIES:

- A.** Contractor shall contact and cooperate with utility companies to locate and mark all utilities (including pipelines, cables, power poles, and other structures) on the site prior to beginning the Work. Utility location shall be in compliance with Specifications, Drawings and Contract documents.
- B.** Contractor shall comply with the requirements of specific utility protection Laws or Regulations.
- C.** All utilities shall be protected from damage during construction, unless otherwise indicated to be removed or abandoned. If damaged, the utilities shall be repaired as required by the utility's Owner at the Contractor's expense.
- D.** If a utility is encountered or otherwise made known to the Contractor prior to beginning the Work, the Contractor shall promptly take necessary steps to assure that the utility is not damaged, and give written notice to the Owner's Representative. The Owner's Representative shall then review the conditions and determine the extent, if any, to which

a change is required in the Contract Documents to reflect and document the consequences of the existence of the utility.

- E.** Contractor will be aware of and plan to prevent damage to underground utilities that might be caused by walking heavy equipment across the site. The Contractor will prevent mitigation measures in their costs and work plan to prevent damage to underground utilities.

END OF SECTION

**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Payment Procedures
- B. Schedule of Values

1.02 RELATED SECTIONS

- 1. Construction Progress Schedule
- 2. Contract Closeout
- 3. Allowances

1.03 SCHEDULE OF VALUES

- A. Submit a Schedule of Values to the ARCHITECT for review and approval within 10 calendar days after the date of DISTRICT-CONTRACTOR Agreement. Submit in electronic Excel spreadsheet format.
- B. 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.
 - 1. General Contractor's Overhead and Profit
 - 2. Site Mobilization
 - 3. Bonds and Insurance
 - 4. Field Supervision
 - 5. Project Close-Out (Section of General Requirements)
 - 6. Other General Conditions and General Requirements
 - 7. Demolition
 - 8. Site Clearing and Preparation
 - 9. Site Earthwork
 - 10. Site Improvements (Paving, etc.)
 - 11. Site Utilities
 - 12. Landscape Irrigation
 - 13. Landscape Planting
 - 14. Hazardous Materials Abatement
 - 15. HVAC Work

16. Plumbing
 17. Fire Protection Sprinklers
 18. Electrical Power Rerouting
 19. Electrical Site Lighting
 20. Fire Alarm and Smoke Detection Systems
 21. Electrical Communications and Security Systems
- C. On projects of more than one building, provide separate schedules for each building.
- D. The percent-complete values from the approved cost-loaded Construction Progress Schedule shall provide the basis for each Application for Payment. Before each Application, update the Progress Schedule with all approved Change Orders.

1.04 APPLICATION FOR PAYMENT

- A. Submit Application for Payment to the ARCHITECT and IOR for review, in electronic format. Upon approval submit three (3) signed and original copies of each certified application. All copies shall be complete, including the updated Schedule of Values or Construction Progress Schedule, releases and similar attachments. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to ARCHITECT
- B. Each certified Application for Payment shall be consistent with previous applications and payments as reviewed by ARCHITECT and IOR; paid for by OWNER.
- C. 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.
- D. 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
- E. Application for Payment at Substantial Completion: Following OWNER 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. OWNER training and orientations
 8. Change-over information related to OWNER 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 OWNER system
- F. Final Payment Application: 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:
1. Completion of Contract Closeout requirements
 2. Project record and other closeout documents
 3. Completion of final punch list items
 4. Delivery of extra materials, products and or stock
 5. Identification of unsettled claims

6. Proof that taxes, fees, and similar obligations are paid
7. Evidence of payment and release of liens
8. Operating and maintenance instruction manuals
9. Consent of surety to final payment
10. Waivers and releases
11. Warranties, guarantees and maintenance agreements

G. 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.

END OF SECTION

SECTION 01 25 13
PRODUCT SUBSTITUTION PROCEDURES

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Product options.
- B. Substitution procedures.

1.2 DEFINITIONS

- A. Requests for changes in products, materials, or equipment required by Contract Documents proposed by the Contractor prior to and after award of the Contract are considered requests for substitutions. The following are not considered substitutions:
 - 1. Revisions to Contract Documents requested by the Owner or Architect.
 - 2. Specified options of products, materials, and equipment included in Contract Documents.

1.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers with Provision for Substitution: Products of manufacturers named and meeting specifications with substitution of products or manufacturer only when submitted under provisions of this section.
- C. Products Specified by Naming One or More Manufacturers without Provision for Substitution: No substitution allowed.

1.4 LIMITATIONS ON SUBSTITUTIONS SUBMITTED PRIOR TO THE RECEIPT OF BIDS

- A. The Bid shall be based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.
- B. Architect may consider requests for substitutions of specified equipment and/or materials only when requests are received by Architect prior to the date established for the receipt of bids as stipulated in Document 00 21 13 - Instructions to Bidders.
- C. Consideration by Architect of a substitution request will be made only if request is made in strict conformance with provisions of this section.
- D. Burden of proof of merit of requested substitution is the responsibility of the entity requesting the substitution.

- E. It is the sole responsibility of the entity requesting the substitution to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- F. Architect's decision on substitution requests are final and do not require documentation or justification.
- G. When substitution is not accepted, provide specified product.
- H. Substitute products shall not be included within the bid without written acceptance by Addendum.

END OF SECTION

1.5 LIMITATIONS ON SUBSTITUTIONS SUBMITTED AFTER THE AWARD OF THE CONTRACT

- A. The Contract is based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.
- B. Consideration by Architect of substitution requests received after the established date of the receipt of bids or contract award will only be made when one or more of the following conditions are met and documented:
 - 1. Specified item fails to comply with regulatory requirements.
 - 2. Specified item has been discontinued.
 - 3. Specified item, through no fault of the Contractor, is unavailable in the time frame required to meet project schedule.
 - 4. Specified item, through subsequent information disclosure, will not perform properly or fit in designated space.
 - 5. Manufacturer declares specified product to be unsuitable for use intended or refuses to warrant installation of product.
 - 6. Substitution would be, in the sole judgement of the Architect, a substantial benefit to the Owner in terms of cost, time, energy conservation, or other consideration of merit.
- C. Notwithstanding the provisions of Article 1.4 of this section and the above, the Architect may consider a substitution request after the date of the receipt of bids or contract award, if in the sole discretion of the Architect, there appears to be just cause for such a request. The acceptance of such a late request does not waive any other requirement as stated herein.
- D. Consideration by Architect of a substitution request will be made only if request is made in strict conformance with provisions of this section.
- E. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without separate written request as required by provisions of this section.
- F. Review of shop drawings does not constitute acceptance of substitutions indicated or implied on shop drawings.
- G. Substitutions will not be considered when requested or submitted directly by subcontractor or supplier.
- H. Substitutions will not be considered as a result of the failure to pursue the work promptly or coordinate activities properly.

- I. Burden of proof of merit of requested substitution is the responsibility of the Contractor.
- J. It is the sole responsibility of the Contractor to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
- K. Owner shall receive full benefit of any cost reduction as a result of any request for substitution.
- L. Architect's decision on substitution requests is final and does not require documentation or justification.
- M. When substitution is not accepted, provide specified product.
- N. Substitute products shall not be ordered or installed without written acceptance.

1.6 REGULATORY REQUIREMENTS

- A. It shall be the responsibility of the entity requesting the substitution to obtain all regulatory approvals required for proposed substitutions.
- B. All regulatory approvals shall be obtained for proposed substitutions prior to submittal of substitution request to Architect.
- C. All costs incurred by the Owner in obtaining regulatory approvals for proposed substitutions to include the costs of the Architect and any authority having jurisdiction over the project shall be reimbursed to the Owner. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.
- D. Substitutions of materials or work procedures which affect the health, safety and welfare of the public shall have prior approval of the Division of the State Architect (DSA) field representative.

1.7 SUBSTITUTION REPRESENTATION

- A. In submitting a request for substitution, the entity requesting the substitution makes the representation that he or she:
 - 1. Has investigated the proposed substitution and has determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty or guarantee for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other work which may be required for the work to be completed with no additional cost to the Owner.
 - 4. Waives claims for additional cost or time extension which may subsequently become apparent.

5. Will reimburse Owner for the cost of Architect's review or redesign services associated with substitution request.

1.8 SUBMITTAL PROCEDURE

- A. Submit six copies of each request.
- B. Submit request with Architect's Substitution Request Form. Form may be obtained at the office of the Architect. Substitution requests received without request form will be returned unreviewed.
- C. Limit each request to one proposed substitution.
- D. Request to include sufficient data so that direct comparison of proposed substitution can be made.
- E. Provide complete documentation for each request. Documentation shall include the following information, as appropriate, as a minimum:
 1. Statement of cause for substitution request.
 2. Identify product by specification section and article number.
 3. Provide manufacturer's name, address, and phone number. List fabricators, suppliers, and installers as appropriate.
 4. List similar projects where proposed substitution has been used, dates of installation and names of Architect and Owner.
 5. List availability of maintenance services and replacement materials.
 6. Documented or confirmation of regulatory approval.
 7. Product data, including drawings and descriptions of products.
 8. Fabrication and installation procedures.
 9. Samples of proposed substitutions.
 10. Itemized comparison of significant qualities of the proposed substitution with those of the product specified. Significant qualities may include size, weight, durability, performance requirements and visual effects.
 11. Coordination information, including a list of changes or modifications needed to other items of work that will become necessary to accommodate proposed substitution.
 12. Statement on the substitutions effect on the construction schedule.

13. Cost information including a proposal of the net change, if any, in the Contract sum if the substitution is submitted after the receipt of bids or contract award.
 14. Certification that the substitution is equal to or better in every respect to that required by the Contract Documents and that substitution will perform adequately in the application intended.
 15. Waiver of right to additional payment or time that may subsequently become necessary because of failure of substitution to perform adequately.
- F. Inadequate warranty, vagueness of submittal, failure to meet specified requirements, or submittal of insufficient data will be cause for rejection of substitution request.

1.9 ARCHITECT'S REVIEW

- A. Within 14 days of receipt of request for substitution, the Architect will accept or reject proposed substitution.
- B. If a decision on a substitution cannot be made within the time allocated, the product specified shall be used.
- C. There shall be no claim for additional time for review of proposed substitutions.
- D. Final acceptance of a substitution submitted prior to the date established for the receipt of bids will be in the form of an addendum.
- E. Final acceptance of a substitution submitted after the award of the contract will be in the form of a Change Order.

2. PART 2 PRODUCTS

Not Used.

3. PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for making modifications to the contract including:
 - 1. Change Orders
 - 2. Construction Change Documents (see General Conditions)
 - 3. Contract Credits
 - 4. Contract Additions
 - 5. Construction Change Directives
 - 6. Immediate Change Directives (see General Conditions)
 - 7. Instructions
- B. Modifications:
 - 1. Provide full written data required to evaluate contract modifications, including breakdown of labor, material, equipment and description of work with unit costs for each category.
 - 2. Maintain detailed records of work done on a time-and-material basis.
 - 3. Provide full documentation for all proposed Change Orders to the Architect for his review.
- C. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the Work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.

1.02 RELATED SECTIONS

- A. Addenda: All issued Addendums
- B. Agreement: The amounts of unit prices if any as established in the Contract.
- C. General Conditions Article 7, Changes in the Work.
- D. Section 01 30 00 - Administrative Requirements for Submittal Procedures.
- E. Section 01 60 00 - Product Requirements

1.03 REFERENCES

- A. Change Order Requirements per Title 24 Part 1 CCR.
 - 1. Change Orders: Changes or alterations of the approved plans or specifications after a contract for the work has been awarded are to be made by means of Change Orders. State the reason for the change and provide supplementary drawings where necessary. Change Orders must be manually signed by the Architect or Engineer in general responsible charge of observation of the work

- or by the Architect or Engineer delegated responsibility for observation of the portion of the work affected by the Change Order.
2. Change Orders are required to bear the approval of the School Board or their authorized representative upon delegated authority.

1.04 PRELIMINARY PROCEDURES

- A. The Architect or School District may initiate changes by submitting a Request for Proposal. The request will include:
 1. Detailed description of the Change, Products, and location of the change in the Project. Changes may include additions and deletions from the Contract.
 2. Supplementary or revised Drawings and Specifications.
 3. The projected time span for making the change and a specific statement as to whether overtime work is, or is not, authorized.
 4. A specific period of time during which the requested price will be considered valid.
 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.
- B. Contractor may initiate changes by submitting a written Change Order Request to the Architect or School District containing:
 1. Description of the proposed change.
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Contract Sum/ Contract Price and the Contract Time.
 4. Statement of the effect on the Work of separate contractors with breakdown of costs for labor, materials and equipment.
 5. Documentation supporting any change in Contract Sum/ Contract Price or Contract Time, as appropriate.

1.05 CONSTRUCTION CHANGE DIRECTIVES

- A. In lieu of Proposal Request, the School District through the Construction Manager may issue, a Construction Change Directive (also referred to as an Immediate Change Directive in the General Conditions) for Contractor to proceed with a change which shall state a basis for adjustment, if any, in the Contract Sum/ Contract Price or Contract Time, or both.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum/ Contract Price and any change in Contract Time.
- C. The School District and Architect will sign and date the Construction Change Directive as authorization for the Contractor to proceed with the changes.
- D. Contractor may sign and date the Construction Change Directive to indicate agreement with the terms therein.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow the Engineer and School District to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
 - 1. Labor required in hours with unit costs.
 - 2. Equipment required.
 - 3. Products required in units
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required
 - 4. Taxes, insurance and bonds.
 - 5. Credit for Work deleted from Contract, similarly documented.
 - 6. Overhead and profit.
 - 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time and material basis, with documentation as required for a lump-sum proposal, plus additional information:
 - 1. Name of the School District's authorized agent who ordered the work, and date of the order.
 - 2. Dates and times work was performed, and by whom.
 - 3. Time record, summary of hours worked, and hourly rates paid.
 - 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts
- D. Document requests for Substitution of Products as specified in Section 01 60 00.

1.07 CONSTRUCTION CREDITS

- A. Work deleted and no work has been completed by the Contractor: Work deleted from the contract is to be credited back to the District and subtracted from the contract amount. Credits are to be included in Change Orders.
 - 1. Contractor shall credit back to the District total value for the work deleted from the contract. Cost of credits shall be determined by the amount stated in the Contractor's Schedule of Values.
 - 2. Where the value of credits cannot be determined from the Contractor's Schedule of values, total value of the credit is to be determined by the cost of materials, labor, overhead and profit, insurance, bonds, etc. All General Contractor, Subcontractor and Material Supplier levels of the Contract are to be included in the total value of credits back.
 - 3. No amount at any level of the contract shall be withheld from credits for overhead and profit, insurance, bonds, time delays, construction schedule changes and administrative expenses.
- B. Work deleted and a portion of the work has been completed by the Contractor: Work deleted from the contract is to be credited back to the

District and subtracted from the contract amount. Credits are to be included in Change Orders.

1. Contractor shall credit back to the District the total value of the work deleted from the contract less any work already completed on the credit item. Cost of credits shall be determined by the amount stated in the Contractor's Schedule of Values less any work already completed. Completed work may include cost of shop drawings, submittals, site preparation, partially completed work on the credit item or other expenses related to the item.
2. Where the value of credits cannot be determined from the Contractor's Schedule of values, total value of the credit is to be determined by the cost of materials, labor, overhead and profit, insurance, bonds, etc. All General Contractor, Subcontractor and Material Supplier levels of the Contract are to be included in the total value of credits back.
3. An amount equal to the percentage of work already completed on the deleted item may be withheld from credits back for overhead and profit, insurance, bonds, construction schedule adjustments and administrative expenses, as indicated in the General Conditions.

1.08 PREPARATION OF CHANGE ORDERS

- A. The Architect will prepare each Change Order.
- B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum/ Contract Price and in the Contract Time.

1.09 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on either:
 1. The School District's Proposal Request and Contractor's responsive Proposal as mutually agreed with the School District.
 2. Contractor's Proposal for a change, as recommended by the School District or their authorized agent.
- B. The School District, Division of the State Architect and Architect or Engineer in responsible charge will sign and date the Change Order as an authorization for the Contractor to proceed with the changes.
- C. The Contractor will sign and date the Change Order to indicate agreement with the terms therein.

1.10 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on either:
 - 1. The School District's definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as recommended by the School District or Authorized Agent.
 - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between School District and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 - 1. The School District and Architect or Engineer in responsible charge will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 - 2. Contractor is to sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
 - 1. The School District through the Architect will issue a Construction Change Directive directing the Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
 - 2. At completion of the change, the School District or its authorized agent will determine the cost of such work based on the unit prices and quantities used.
 - 3. The Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
 - 4. The School District, Division of the State Architect and Architect or Engineer in responsible charge will sign and date the Change Order as authorization for the Contractor to proceed with the Changes.
 - 5. The Contractor will sign and date the Change Order to indicate agreement with the terms therein.

1.11 TIME AND MATERIALS CHANGE ORDER/CONSTRUCTION CHANGE DIRECTIVE:

- A. The School District through the Architect will issue a Construction Change Directive directing Contractor to proceed with the changes
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article 1.6, "Documentation of Proposals and Claims," of this Section.
- C. The School District or its authorized representative will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- D. The School District, Division of the State Architect and Architect or Engineer in general responsible charge will sign and date the Change

Order to authorize the change in Contract Sum/ Contract Price and in Contract Time.

- E. The Contractor will sign and date the Change Order to indicate agreement with the terms therewith.

1.12 INSTRUCTIONS

- A. Architect's Supplemental Instructions:
 - 1. Minor changes in the work shall be carried out in accordance with supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum/ Contract Price or Contract Time.
 - 2. The Architect will issue, sign, and date Supplemental Instructions.
 - 3. The Contractor will sign and date Supplemental Instructions to indicate acceptance of minor changes consistent with the Contract Documents and return signed copy to Architect.

1.13 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work and to record the adjusted contract amounts.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time.
- C. Revise sub-schedules to show changes for other items of work affected by the changes.
- D. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

1.14 FORMS

- A. Submit Proposal Request typed on AIA Document G709. A Copy of this form may be obtained from the local American Institute of Architects, Chapter Office
- B. Submit Change Orders typed on the Change Order Form included in this Project Manual. Form is included in General Conditions and at the end of this Section.
- C. Submit Supplemental Instructions typed on the form provided by Architect, Requests for Interpretation (RFI's).
- D. Immediate Change Directive Form is included in the Supplementary General Conditions.

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Coordination drawings.
- G. Requests for Interpretation.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Submittal procedures.
- K. 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 60 00 - Product Requirements: Requests for substitutions of materials, products, equipment and systems.
- E. 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.
- F. Section 01 78 00 - Closeout Submittals: Project record documents.
 - 1. Procedures for submitting warranty and guarantee documentation.
- I. Divisions 2 through 33 Sections (as applicable): 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.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 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. Foundation removals in progress and upon completion.
 4. Final completion, minimum of ten (10) photos.
- F. Views:
1. Provide non-aerial photographs from four cardinal views at each specified time, until Date of Substantial Completion.
 2. Consult with Architect for instructions on views required.
 3. Provide factual presentation.
 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
 5. 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 (for individual photos) and with project record photos on DVD.
 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.

3.02 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.

SECTION 01 31 00

PROJECT COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Coordination and Coordination Drawings.
- B. Pre-construction meeting.
- C. Progress meetings.
- D. Pre-installation meetings.

1.02 RELATED SECTIONS

- A. Construction Progress Schedule.
- B. Work Sequence and Phasing.
- C. Labor Compliance Program (LCP Coordination).
- D. Submittal Procedures.
- E. Closeout Procedures.
- F. Field Engineering.

1.02 COORDINATION

- A. Coordinate scheduling, submittals and work of the various portions of the Contract Documents to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. When separate or multiple-prime contracts exist, work cooperatively with the DISTRICT and all other CONTRACTORS, subcontractors, suppliers and other entities working on any portion of the Project.
- C. Work closely with the DISTRICT to coordinate work and to maintain the Construction Progress Schedule.
- D. Verify that utility-requirements of equipment to be installed are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment, as well as work of utility companies.
- E. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts and conduit, as closely as practicable; place runs parallel with line 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. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare Coordination Drawings showing the actual conditions required for the installation prior to purchasing, fabricating or installing the elements required to be coordinated. Submit Coordination Drawings to DISTRICT.
- H. Closing up of walls, partitions or furred spaces, backfilling and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- I. Coordinate completion and cleanup of work of separate sections in preparation for substantial completion, including portions of work designated for DISTRICT's full and/or partial occupancy).
- J. After DISTRICT occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, in a manner to minimize disruption of DISTRICT's activities.

1.03 PRE-CONSTRUCTION MEETING

- A. The DISTRICT will schedule a pre-construction meeting immediately after receipt of the Notice of Award.
- B. Mandatory attendance includes DISTRICT Representative, INSPECTOR OF RECORD (IOR), Testing Laboratory Representative, ARCHITECT, CONTRACTOR and CONTRACTORS Job Superintendents, and major sub-contractors.
- C. Optional Attendance includes Architect's consultants, subcontractors and utility company representatives.
- D. The DISTRICT Representative will preside at the conference, and will record meeting minutes and distribute copies in a timely manner.
- E. Agenda:
 - 1. Execution of Agreement between DISTRICT and CONTRACTOR.
 - 2. Issue Notice to Proceed.
 - 3. Submission of executed bonds and insurance certificates.
 - 4. Distribution of Contract Documents, Notice of Award, Forms, sample Schedule of Values.
 - 5. Submission of list of subcontractors, list of products.
 - 6. Designation of responsible personnel representing the parties.
 - 7. Procedures for processing of field decisions, submittals, substitutions, applications for payments, proposal requests, change orders, construction directives, and contract closeout procedures.
 - 8. Preliminary Construction Progress Schedule.
 - 9. Critical work sequencing.

10. Submittals, substitutions.
11. Procedures and forms for preparation and maintenance of project record/as-built documents
12. Use of the Project site and parking availability
13. Temporary facilities
14. Equipment deliveries and priorities
15. Safety procedures
16. Security
17. Housekeeping
18. Working hours
19. Labor Compliance Officer presentation
20. Insurance Services including OCIP
21. Environmental Health & Safety
22. Review of Logistics Plan
23. Progress payments
24. Communications procedures
25. Fingerprinting requirements
26. Construction permits
27. Inspections and tests
28. SWPPP
29. Project meetings

1.04 PROGRESS MEETINGS

- A. CONTRACTOR shall schedule and administer progress meetings throughout progress of the work at regular intervals, typically weekly, or more frequently if needed.
- B. CONTRACTOR shall make arrangements for meetings, prepare agenda and preside at meetings, record minutes and distribute copies.
- C. Attendance required: DISTRICT, Architect, IOR, CONTRACTOR.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review work progress.
 3. Field observations, problems and decisions.
 4. Identification of problems which impede planned progress.
 5. Review of submittals' status and schedule of submittals.
 6. Review of off-site fabrication progress and delivery schedules.
 7. Maintenance of Progress Schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and workmanship standards.
 12. Proposed changes and effect on progress schedule and coordination.
 13. Other business appropriate to the status of the Project.

1.05 PRE-INSTALLATION MEETING

- A. When required in individual Specification Sections, convene a pre-installation meeting prior to commencing work of the Section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section, including but not limited to the ARCHITECT, IOR, CONTRACTOR, and affected sub-contractors, manufacturers and fabricators.
- C. Notify DISTRICT and ARCHITECT at least five (5) days in advance of meeting date.
- D. Prepare agenda, preside at conference, record minutes and distribute copies within three (3) days after conference to participants
- E. Review and discuss pre-installation conditions, preparation, installation procedures, coordination with related work, and orientation of Maintenance and Operations personnel.

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. 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 15 workdays for the first submittal (10 days for resubmittal), 21 days when the ARCHITECT's Consultants must review, and 30 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 (OF CI) or by OWNER (OF OI).
 9. Decision dates for products specified by allowances, selection of finishes, and other ARCHITECT- or DISTRICT-furnished schedules or decisions.
- C. 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 use of Primavera P6 or other as approved by DISTRICT, 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.
 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 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.

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 10 day 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.

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 \$50,000. 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.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal Procedures
- B. Shop Drawing Submittals
- C. Product Data Submittals
- D. Samples Submittals
- E. Manufacturers' Instruction Submittals
- F. Manufacturers' Certificate Submittals
- G. Coordination Drawing Submittals
- H. DSA Deferred Approvals

1.02 SUBMITTAL PROCEDURES

- A. Provide submittals wherever required by other sections of this Specification. Transmit ONE (1) electronic copy, and hard copy as requested, of each submittal directly to the ARCHITECT/IOR/DISTRICT/CM on forms prescribed by the ARCHITECT, with a copy of the transmittal form to the DISTRICT. Clearly identify each item submitted. Sequentially number the transmittal forms. For re-submittals use original submittal number with an alphabetic suffix.
 - 1. Include ARCHITECT's job number as it appears on Contract Documents, and all information required by the prescribed form.
 - 2. Include state agency application or approval number.
 - 3. Bind drawing and data submittals sturdily, clearly label covers.
- B. Identify Project, CONTRACTOR, subcontractor or supplier; pertinent Drawing sheet and detail number(s) and specification Section number, as well as name and telephone number of individual who may be contacted for further information.
- C. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.
- D. Provide space for CONTRACTOR and ARCHITECT review stamps.
- E. Apply CONTRACTOR's dated stamp with CONTRACTOR's original signature or initials, certifying that review, verification of Products, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents. Stamped signatures or initials are not acceptable.
- F. Identify clearly, on the submittal and the transmittal form, any changes or variations from the Contract Documents. State effect of changes on Construction Progress Schedule and changes required in other Work or products (including "no effect"). Any change not so noted, even though stamped reviewed, will not

be considered approved. Specific written approval by the ARCHITECT must be provided for any deviation from the Contract Documents.

- G. Revise and resubmit submittals as required; identify all changes made since previous submittal.
- H. Coordinate as required with all trades and all public agencies involved.
- I. Unless otherwise specifically authorized by ARCHITECT, make all submittals in groups containing all associated items. ARCHITECT may reject partial submittals as not complying with the provisions of this section.

1.03 SCHEDULES FOR SUBMITTALS

- A. Schedule submittals in accordance with the Construction Progress Schedule, far enough in advance of scheduled dates of installation to provide required time for the review and approval process, including possible revision and resubmittal and for placing orders and securing delivery.
- B. Within twenty (20) days from the Notice of Award, or in accordance with the Project Schedule, whichever is sooner, submit to the ARCHITECT and the DISTRICT for review and acceptance a "Schedule for Submission of Shop Drawings, Product Data, and Samples" ("Submittal Schedule") listing all submittals with planned dates of submission and return approved.
- C. Submittal Schedule will be incorporated into the Construction Progress Schedule. Update and submit revised schedule not less often than monthly.
- D. Allow in the Submittal Schedule sixteen (16) days after receipt for the ARCHITECT's review, both for initial submittals and for resubmittals; more for complex changes.

1.04 SHOP DRAWINGS

- A. Shop Drawings shall include fabrications and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
- B. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2-inch x 11 inch, but not larger than 30-inch x 42 inch.
- C. Stamp: Each page of shop drawings shall bear the CONTRACTOR's stamp, which shall signify the CONTRACTOR's representation that he has determined and verified materials, field measurements and field construction criteria related

thereto, or will do so, and has checked and coordinated the information contained in the shop drawings. Each stamp shall be accompanied by a wet signature or initial of an employee of the CONTRACTOR who may be contacted for information. Stamped signatures or initials are not acceptable.

- D. Review Process: Make initial submittal of one (1) electronic copy and hard copy as required by AOR of each shop drawing. Comments or corrections will be noted on the reproducible and returned to the CONTRACTOR. If resubmittal is required, CONTRACTOR shall identify all changes made since the previous submittal and resubmit in the same manner. ARCHITECT will stamp or note drawings as follows:

1. "NO EXCEPTION TAKEN" indicating that construction or fabrication may proceed.
2. "MAKE CORRECTIONS NOTED" indicating that no resubmittal is required contingent upon corrections being made.
3. "REJECTED" or "REVISE & RESUBMIT" indicating that corrections shall be made and drawings resubmitted for review.

After the final review, the CONTRACTOR shall copy and distribute the stamped drawings to the ARCHITECT.

- E. The ARCHITECT will review shop drawings for conformance with the requirements of the Contract Documents. The ARCHITECT's favorable review of a separate item shall not indicate acceptance of an assembly in which the item functions.
- F. The ARCHITECT's review of shop drawings shall not relieve the CONTRACTOR of responsibility for any deviation from the requirements of the Contract Documents unless the CONTRACTOR has informed the ARCHITECT in writing of such deviation at the time of submission and the ARCHITECT has given written acceptance to the specific deviation. The ARCHITECT's favorable review shall not relieve the CONTRACTOR from responsibility for errors or omissions in the shop drawings.
- G. No portion of work requiring shop drawings shall be commenced until the shop drawings have been returned with a favorable review by the ARCHITECT.
- H. ARCHITECT's CAD Drawings: The CONTRACTOR may request the use of the ARCHITECT's computer-generated drawings for use in preparing shop drawings. If the ARCHITECT approves this request, any costs incurred must be paid by the CONTRACTOR to the ARCHITECT. The CONTRACTOR must assume all liability for the accuracy and completeness of the shop drawings so prepared, and must hold the ARCHITECT harmless. The request must be in writing to the ARCHITECT, specifying the format and media requested.

1.05 PRODUCT DATA

- A. Product Data includes manufacturers' standard drawings, catalogs, certificates of conformance, substantiating calculations, and similar relevant data as specified in individual Specification sections.
- B. Submit six (6) copies loose-leaf in binders, to facilitate copying of individual sheets. Provide the CONTRACTOR's stamp on the cover sheet of each submittal.
- C. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- D. Review process, corrections, final distribution, and other conditions shall be similar to that for Shop Drawings.

1.06 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification sections, submit manufacturers' certificates to ARCHITECT for review in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to ARCHITECT.
- D. Review process, corrections, final distribution, and other conditions shall be similar to that for Shop Drawings.

1.07 COORDINATION DRAWINGS

- A. The CONTRACTOR shall prepare and submit for review Coordination Drawings of all major spaces. Coordination Drawings indicate routing, locations, sizes, types and numbers of components for each class of work in concealed spaces where potential conflict may occur between structures, mechanical, electrical, fire sprinklers, communications and ceiling suspension systems. They include both plans and section drawings. (See also the General Requirements Section "PROJECT COORDINATION & MEETINGS.")
- B. Show all systems components, including plan locations of all ceiling penetrations and surface-mounted items. Provide cross sections wherever necessary to indicate proper support of ceilings and non-interference with work of other sections of the specifications. Cross sections shall indicate coordination required and proposed solutions for routing of elements where potential conflict exists.
- C. Drawings shall be based on field measurements, shop drawings and product data. They shall be prepared early enough to allow time to identify and resolve conflicts without delaying the progress of the Work. Conflicts shall be brought to ARCHITECT's attention immediately, together with CONTRACTOR's recommendations for resolution.

- D. Submit the Coordination Drawings in a scale of not less than 1/8" = 1' - 0," with necessary sections and profiles at an appropriate, clearly readable enlarged scale. Submit the coordinated drawings as one reproducible and two prints.
- E. The ARCHITECT will review the submittals, make appropriate notations and comments to ensure the solutions meet the intent of the Contract Documents, and then return to CONTRACTOR for implementation.
- F. It shall be the responsibility of the CONTRACTOR to assure that all fabricators and installers of work involved in the Coordination Drawings be informed, consulted and advised in sufficient advance time to arrive at solutions where no extension of contract time or extra cost to the DISTRICT will be involved.

1.08 DSA DEFERRED APPROVALS

- A. Installation of deferred approval items shall not be started until detailed plans, specifications and engineering calculations have been accepted and signed by the ARCHITECT or Engineer in responsible charge of design and signed by a California registered ARCHITECT or Professional Engineer who has been delegated responsibility covering the work shown on a particular plan or specification, and the design has been approved by the Division of the State Architect (DSA). Deferred approval items for this project are the following:
 - 1. n/a
- B. Deferred approval drawings and specifications become part of the approved documents for the project when they have been approved by the Division of the State ARCHITECT.
- C. Submit electronic files and hard copies of each drawing as required by AOR and DISTRICT.
- D. Submit color electronic copies of calculations, product data and test reports and hardcopies as required by AOR.
- E. Identify and specify all supports, fasteners, spacing, penetrations, etc. for each of the deferred approval items, including calculations for each and all fasteners.
- F. Submit documents to the ARCHITECT for review prior to submitting to the Division of the State Architect. Submission shall be made within 30 days of the award of contract.
- G. Documents shall bear the stamp and signature of the Structural, Mechanical, or Electrical Engineer licensed in the State of California who is responsible for the Work shown on the documents.
- H. ARCHITECT will submit the documents as appropriate to the Project Structural, Mechanical and Electrical Engineers for review. Their review shall only be for conformance with the design intent shown in the Contract Documents.

- J. After review by ARCHITECT, forward submittal to the Division of the State Architect for approval, with copy of the transmittal to the DISTRICT.
- K. Respond to review comments made by the Division of the State Architect and revise and resubmit submittal to DSA for final approval. Provide copies of the DSA-approved documents to the ARCHITECT and the DISTRICT.

END OF SECTION

SECTION 01 33 00 – 1
SUPPLEMENTAL SUBMITTAL PROCEDURES
(For Projects involving demolition and/or hazardous materials abatement)

PART 1 – GENERAL

1.01 SECTION INCLUDES:

- A.** Supplemental Submittal Procedures
- B.** Requests for Information
- C.** Startup Submittals
- D.** Outline of Contractor's Technical Execution Plan

1.02 SUPPLEMENTAL SUBMITTAL PROCEDURES:

A. Contractor shall prepare and transmit two copies of each of the following Submittals to the CM:

- 1.** Contractor shall submit the initial Project Schedule as discussed in this Section.
- 2.** Contractor shall submit the Contractor's Health & Safety Plan (HASP) as discussed in this Section.
- 3.** Contractor shall submit a Technical Execution Plan (Work Plan) as discussed in this Section.
- 4.** Contractor shall submit Contractor's Daily Construction Report electronically by 10:00 A.M. the next Working day. Daily report shall include:
 - a.** Summary of day's activities.
 - b.** Summary of corrective actions that were taken to improve site safety, security, and erosion and sediment control BMPs.
 - c.** Summary of materials imported and exported
 - d.** Listing of equipment that was mobilized or demobilized
 - e.** Summary of any safety issues.
 - f.** Any "Near Miss" observations for the day.
 - g.** Summary of Daily Safety Meeting
 - h.** Summary of day's weather conditions
 - i.** Total number of personnel onsite for the day
 - j.** Listing of personnel onsite
 - k.** Listing of subcontractors onsite
 - l.** Listing of visitors onsite

5. Contractor shall submit weight tickets, Bill of Lading documents, generators initial waste manifest copies and any other form of shipping documents on a daily basis as specified in other Sections of the Specifications.
 6. Contractor shall submit a two week look-ahead schedule at each weekly construction meeting.
 7. Contractor shall submit biweekly revisions and updates of Progress Schedule and Technical Execution Plan as required by the CM.
 8. Contractor shall submit monthly Health and Safety reports, as specified in Specifications Section 01-45-15 – Health and Safety Requirements.
 9. Contractor shall submit weekly safety reports.
 10. Contractor shall submit equipment inspection logs on a daily basis. To be included in the Daily Construction Report.
 11. Additional submittals as described in the Specifications.
- B.** Contractor shall transmit each Submittal to the CM at the Project Site. Each submittal will be reviewed and returned with one of the following Classifications:
1. *No exceptions taken*; Contractor may proceed with the work.
 2. *Conformed as Noted*: Contractor may proceed with the work subject to the comments and/or notes on the Submittal. Re-submittal is not required.
 3. *Revise and Resubmit*: Contractor may not proceed with the work. Re-submittal is required for certain items.
 4. *Rejected*
- C.** Contractor shall develop a submittal register for review at weekly progress meetings. Register shall be based on submittals listed in the Submittal Summary following this section, requirements throughout the Specifications and additional items as deemed necessary by the Construction Manager or Engineer. In the event a submittal is not listed in the Submittal Summary it does not relieve the Contractor from the responsibility to provide such submittal.
- D.** Contractor shall submit copies (with all signatures affixed) of all waste manifests, weigh tickets, Certificates of Destruction, and other shipping documentation.
- E.** Contractor shall transmit each Submittal with a cover letter signed by Contractor's Project Superintendent. Contractor shall, by signing each Submittal, certify that Contractor has reviewed the Submittal, and that the submitted information conforms to the requirements of the Work and these Specifications.
- F.** Contractor shall sequentially number the transmittals (e.g., Submittal No. 001). Contractor shall number revised Submittals with original number and a sequential alphabetic suffix (e.g., Submittal No. 001a).
- G.** Each Submittal shall include Project title, Contractor, Subcontractor or Supplier, title of Submittal, Specifications Section number and, if applicable, Drawing number.

- H. Submittals that do not conform to the requirements of the Specifications shall be returned with a notation of deficiencies. Contractor shall revise to correct noted deficiencies and resubmit. When revised for resubmission, Contractor shall identify all changes made since previous submission.
- I. Submittals must be submitted to the Engineer prior to the execution of work that requires approval of submittal(s) associated with that work.
- J. The Engineer shall be allowed an ample amount of time to review, supply comment, and provide additional review and approval of all submittals.
- K. Submittals not required by the Specifications shall not be recognized or processed.

1.03 REQUESTS FOR INFORMATION:

- A. Contractor shall submit all Requests for Information (RFI) to the Engineer in writing. Requests for information shall be numbered sequentially and shall include the related Specifications Section number or Drawing number.
- B. RFIs shall be used for the purposes of providing clarification, proposing an alternative procedure or method, and providing a platform for discussion with regards to any changes in the work or proposed changes in the work.
- C. The Engineer will provide any revisions to the Specifications or Drawings in writing.
- D. Contractor shall request written confirmation of any interpretations or clarifications provided verbally by the Engineer.

1.04 STARTUP SUBMITTALS:

- A. This paragraph specifies Submittals that Contractor shall prepare and transmit prior to commencing the Work at the Project Site. Additional Submittals are specified in other Sections of these Specifications.
 - 1. Contractor shall submit the initial Project Schedule. The Project Schedule shall identify milestones and shall be consist with the Contractors TEP with regards to Abatement and Demolition sequence. The Project Schedule shall be prepared using Microsoft Project software.
 - 2. Contractor shall submit the Contractor's HASP as specified in Specifications Section 01415 – Health and Safety Requirements, including documentation of worker's OSHA training and medical monitoring and the name and qualifications of the full-time Site Safety and Health Officer.
 - 3. Technical Execution Plan: Certain elements of the Work require the Contractor to provide detailed written information for review, comment, and approval by the Engineer prior to the execution of the work. Prior to commencing any work on the site, Contractor shall submit a draft Technical Execution Plan (TEP), conforming to the outline specified in Paragraph 1.05, for the Engineer's review and comment. Contractor shall revise the draft TEP as requested by the Engineer and submit a final TEP, subject to the Engineer's review, approval, and acceptance, prior to commencing Work. Any material changes in the Work, process, staffing, major equipment or materials will require a TEP amendment and review and approval by the Engineer.

4. Contractor shall file required notifications of abatement and/or demolition activities with appropriate regulatory agencies prior to initiation of regulated site activities. Copies of all such notifications shall be submitted to Engineer concurrent with Contractor's submittal to said regulatory agencies.
5. Contractor shall provide for Engineer's approval the name and qualifications of Subcontractors providing any sampling, laboratory analyses, geotechnical, material testing or surveying services as required in the Specifications and/or contract documents.

1.05 OUTLINE OF CONTRACTOR'S TECHNICAL EXECUTION PLAN

- A.** Contractor shall prepare and submit a Proposed Technical Execution Plan to the Engineer at least 10 days prior to the planned start of site work. The Technical Execution Plan shall, at a minimum, include the following sections:

1. Project Coordination.

- a. Detailed Project staffing plan showing staffing levels for each task and phase of Work. Note: No undocumented workers are allowed to work on site.
- b. Resume of key project staff including proposed Project Superintendent(s).
- c. List of all proposed subcontractors, including hazardous material abatement companies, transportation companies, and disposal facilities.
- d. List of major equipment and materials.
- e. List of Permits and Approvals to be obtained by Contractor, including contact names, titles, and phone numbers.

2. Progress Schedule.

- a. Include Contractor's initial Baseline Project Schedule, including line items for all major project work elements.

3. Construction Facilities and Temporary Controls.

- a. Locations, sizes, and requirements for utility services.
- b. Layout of Work Zones
- c. Proposed design of Abatement Enclosures and Decontamination Stations.
- d. Decontamination Methods and Equipment.

Procedures to prevent contamination of clean areas.

Vehicle decontamination and inspection procedures.

Procedures for collection, treatment, and disposal or discharge of decontamination residuals and used PPE.

4. Erosion and Sediment Control

- a.** Proposed detail description and design of Erosion and Sediment controls to be used during demolition activities.
 - b.** The Contractor shall implement storm water best management practices in general conformance with the requirements of the California Storm Water Quality Association (CASQA) Storm water Best Management Practice Handbook, Revised August 2011.
- 5.** Site Security Requirements.
 - a.** Detailed plan describing site security measures to be used during working and non-working hours to prevent unauthorized access to the property.
- 6.** Notifications and Permits.
 - a.** List of all required Permits and Notifications.
 - b.** Proof of submittal of required notifications to appropriate regulatory agencies (Demolition and abatement notifications, etc.)
 - c.** Description of information and assistance required for Contractor to obtain above-referenced notifications and permits.
- 7.** Asbestos and Lead Paint Abatement and Regulated Waste Work Plan. (If applicable)
 - a.** Identify proposed asbestos and lead paint abatement subcontractor to be used, if work will not be performed by Contractor. Include detailed work procedures to be used in the removal and demolition of the asbestos containing material, lead paint material, and universal waste. Contractor shall review the Asbestos Specifications and Hazardous Materials Survey Report provided in the Appendices. The work plan will identify proposed asbestos, lead paint, and regulated waste disposal and recycling facilities. Included within the plan written certification as specified herein that employees have received appropriate training regarding hazards of asbestos and lead paint exposure, respirator use, personnel decontamination, procedures and OSHA regulations. The Contractor shall provide proof of appropriate licenses to perform the Work. Additional information to be submitted from Asbestos abatement contractor are:
 - b.** Equipment List;
 - c.** Proof of Worker Training and required Medical Examinations;
 - d.** Proof of employee respirator fit testing, and
 - e.** Contractor and subcontractor's Respiratory Protection Plans.
- 8.** Building Demolition Plan.
 - a.** Proposed sequence of demolition work.
 - b.** Planned methods and equipment to be used for demolition activities.

- c.** Procedures and measures to ensure that workers as well as unauthorized personnel, both during and outside of working hours are safely away from the buildings especially during active demolition.
 - d.** Description of utility termination process.
 - e.** Proposed methods of protecting in place specified utilities.
 - f.** Proposed debris and salvage stockpile locations.
 - g.** Equipment and procedures to be employed to control dust and noise.
 - h.** Dust and noise monitoring procedures.
- 9.** Stockpile Management and Loading.
 - a.** Show on-site truck routes and loading areas for off-site transportation.
 - b.** Truck loading areas, staging areas for incoming empty trucks.
 - c.** Coordination of demolition, stockpiling, and loading.
- 10.** Off-site Transportation and Traffic Control Plan.
 - a.** Provide an estimate, by day, of the expected quantities of material to be shipped from the site. Describe the number of trucks to be used, the expected turn-around-times, and the expected number of trips per day.
 - b.** If onsite truck scales are employed, describe locations and equipment to be used to weigh haul trucks. Include frequency for obtaining true weight of trucks.
 - c.** Provide a Traffic Control Plan showing how trucks will enter and exit the site, the location of flaggers and signs, designated haul route to and from the off-site disposal facilities with posted speed limits, warnings, etc., and incident reporting procedures for trucking related incidents. The Traffic Control Plan shall establish truck staging area located in area approved by District representative and/or as detailed in contract documents.
 - d.** Provide a plan for verifying the accuracy of weight scales if employed.
 - e.** Describe procedures to inspect trucks and loads before leaving the site to ensure nothing falls off the truck on roads and highways.
- 11.** Site Cleanup
 - a.** Describe the method for site clean-up activities and disposal of materials (fine debris, trash, etc.). This includes, but will not be limited to, preventing cross contamination of waste streams and quality control procedures to ensure hazardous materials are not mixed with nonhazardous materials; Describe dust mitigation during site clean-up activities.
- 12.** Site Specific Health and Safety Plan (HASP).
 - a.** Provide a HASP, including measures to be taken for operational and worker safety, protection of the general public, and measures to control

exposure to airborne dusts, asbestos, lead-based paint, as well as hazards related to demolition activities.

- b.** Contractor's HASP shall designate a qualified, dedicated Site Safety and Health Officer (SSHO) to be present on the Project site during the Work.

13. Disposal and Recycling Facilities.

- a.** List of proposed disposal and recycling facilities to be used and their daily capacities for this project.

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 42 19
REFERENCE STANDARDS

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Specification format and content.
- C. Industry standards.
- D. Codes and standards.
- E. Governing regulations/authorities.

1.2 DEFINITIONS

- A. General: Basic contract definitions are included in the General Conditions.
- B. Regulations: Includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the work.

1.3 SPECIFICATION FORMAT AND CONTENT

- A. Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 50-Division Master Format 2016 numbering system.
- B. The sections are placed in the Project Manual in numeric sequence; however, this sequence is not complete and the Table of Contents of the specifications must be consulted to determine the total listing of sections.
- C. The section title is not intended to limit the meaning or content of the section, nor to be fully descriptive of the requirements specified therein.
- D. The organization of the specifications shall not control the division of the work among subcontractors or establish the extent of work to be performed by any trade.
- E. Specifications use certain conventions regarding style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are:
 - 1. Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words that are implied,

but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable to maintain the context of the Contract Document indicated.

2. Imperative and streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. Subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
3. The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

- A. Except where Contract Documents include more stringent requirements, applicable construction industry standards shall apply as if bound into the Contract Documents to the extent referenced. Such standards are made part of Contract Documents by reference.
- B. Conform to reference standard by date of issue current on date for receiving bids except when a specific date is indicated.
- C. Where compliance with 2 or more standards is specified and where standards may establish different or conflicting requirements for quantities or quality levels, the more stringent, higher quality and greater quantity of work shall apply.
- D. The quantity or quality level shown or specified shall be the minimum provided or performed. Indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements.
- E. Each entity engaged in construction of the work is required to be familiar with industry standards applicable to its construction activity.
- F. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required activity, Contractor shall obtain copies directly from publication source.
- G. Trade associations names and titles of general standards are frequently abbreviated. Where such abbreviations are used in the Specifications or other Contract Documents, they shall mean the recognized trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the content of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.
- H. Refer to individual specification sections and related drawings for names and abbreviations of trade associations and standards applicable to specific portions of the work. In particular, refer to Division 23 for names and abbreviations applicable to

mechanical work, and refer to Division 26 for names and abbreviations applicable to electrical work.

- I. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 CODES AND STANDARDS

- A. Latest edition of pertaining ordinances, laws, rules, codes, regulations, standards, and others of public agencies having jurisdiction of the work are intended wherever reference is made in either the singular or plural to Code or Building Code except as otherwise specified, including but not limited to latest edition of those in the following listing.

- | | | |
|----|---|--|
| 1. | 2016 California Building Standards
Administrative Code (CBSAC),
California Code of Regulations (CCR),
Title 24, Part 1 | |
| 2. | 2016 California Building Code (CBC)
California Code of Regulations (CCR)
Title 24, Part 2 | (2015 International Building Code
(IBC) with California amendments) |
| 3. | 2016 California Electrical Code (CEC)
California Code of Regulations (CCR)
Title 24, Part 3 | (2014 National Electric Code (NEC)
with California amendments) |
| 4. | 2016 California Mechanical Code (CMC)
California Code of Regulations (CCR)
Title 24, Part 4 | (2015 Uniform Mechanical Code
(UMC) with California amendments) |
| 5. | 2016 California Plumbing Code (CPC)
California Code of Regulations (CCR)
Title 24, Part 5 | (2015 Uniform Plumbing Code (UPC)
with California amendments) |

6. 2016 California Energy Code,
California Code of Regulations (CCR)
Title 24, Part 6
7. 2016 California Fire Code (CFC)
California Code of Regulations (CCR)
Title 24, Part 9 (2015 International Fire Code (IFC)
with California Amendments)
8. 1990 State Fire Marshal Regulations
California Code of Regulations (CCR)
Title 19 (As amended to date)
9. 2016 California Existing Building Code
(CEBC) California Code of Regulations
(CCR) Title 24, Part 10 (2015) International Existing
Building Code (IEBC) with
California Amendment

10. 2016 California Green Building Standards Code (CALGreen) California Code of Regulations (CCR) Title 24, Part 11.
11. 2016 State Referenced Standards Code (CRSC) California Code of Regulations (CCR) Title 24, Part 12
12. California Elevator Safety Code, California Code of Regulations (CCR) Title 8. (As amended to date)
13. 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design. (ADAS)

1.6 GOVERNING REGULATIONS/AUTHORITIES

- A. Authorities having jurisdiction have been contacted where necessary to obtain information for preparation of Contract Documents. Contact authorities having jurisdiction directly for information having a bearing on the work.
- B. Comply with all federal, state and local laws, ordinances, rules and regulations indicated and which bear on the conduct of the work.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 43 00
QUALITY ASSURANCE

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Interpretation of requirements.
- B. Quality assurance and control of installation.
- C. Tolerances.
- D. Field samples.
- E. Mock-up.
- F. Manufacturers' field services and reports.

1.2 INTERPRETATION OF REQUIREMENTS

- A. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement.
- B. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation shall comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.
- C. Where codes or specified standards indicate higher standards, more stringent tolerances or more precise workmanship than levels shown or specified, comply with most stringent requirements.
- D. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this project, whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and - control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
- E. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- F. Comply fully with manufacturers' instructions, including each step in sequence.
- G. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- H. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturer's tolerances. Should manufacturer's tolerance conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual sections to be removed, clear area after field sample has been reviewed by Architect.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

- 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 and other field services as applicable, and to initiate instructions when necessary.

- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within 15 days of observation to Architect for review.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

3.1 GENERAL INSTALLATION

- A. Comply with requirements specified in Section 01 73 00.

3.2 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new 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. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.3 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.

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation
- B. Reference Standards
- C. Field Samples
- D. Mock-up
- E. Project Inspector
- F. Permits and Fees
- G. Verified Reports
- H. Manufacturers' field services and reports

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce work of specified quality.
- B. Comply fully with manufacturers' instructions including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Where experience minimums for workmen, applicators, companies or manufacturers are required in individual sections, written certification and documentation substantiating such minimums shall be submitted and approved by the Architect, when requested.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.03 REFERENCE STANDARDS

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.

- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review by Architect.
- B. Accepted samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect and is no longer required for reference.

1.05 MOCK-UP

- A. Tests will be performed under provisions identified in this section.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals and finishes.
- C. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been accepted by Architect and is no longer required for reference.

1.06 PROJECT INSPECTOR

- A. An Inspector, herein referred to as the "Project Inspector" or "Inspector of Record", will be employed by the District and approved by Office of Regulation Services, Division of State Architect (ORS/DSA) in accordance with Part 1, Title 24, Section 4-333, California Code of Regulations. His duties are described in Part 1, Title 24, Section 4-342, CCR. His duties are also required and defined in Sections 17309, 17311, 81141 and 81143 of the California Education Code as they relate to schools.
- B. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector of Record (IOR). He shall have free access to any or all part of the work at any time. 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. Inspection of the work shall not relieve the Contractor from any obligation to fulfill the requirements of this Contract.

1.07 VERIFIED REPORTS

- A. Contractor shall comply with Part 1, Title 24, Sections 4-336 and 4-343, California Code of Regulations and issue verified reports through the Architect as required.

1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

- 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 and as applicable and to initiate instructions when necessary.
- B. Manufacturers' Representatives shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report of observation to Architect for review.

END OF SECTION

SECTION 01 45 15

HEALTH AND SAFETY REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES:

- A.** Summary
- B.** References
- C.** Contractor's Responsibility for Health and Safety
- D.** Submittals
- E.** Notifications
- F.** Equipment and Facilities
- G.** Personal Protective Equipment
- H.** Other Health and Safety Equipment
- I.** Training
- J.** Work Planning and Meetings
- K.** Engineering Controls
- L.** Monitoring
- M.** Evaluation of Performance
- N.** Site Security - Other Safety Considerations
- O.** Work by Others
- P.** EHS Incident Report Form
- Q.** Hot Work Permit Form
- R.** Job Safety and Hazard Analysis Form

1.02 SUMMARY:

- A.** This Section includes requirements for Health and Safety during performance of Work, including identification of applicable Laws and Regulations, Submittals, notification requirements, and Health and Safety Specifications.

1.03 REFERENCES:

- A.** Applicable regulations and publications include, but are not limited to, the following:
 - 1. ANSI, Emergency Eyewash and Shower Equipment, Z358.1, 1981.
 - 2. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1, 1979.
 - 3. ANSI, Protective Footwear, Z41.1, 1983.
 - 4. DOT Standards and Regulations, 49 CFR 171, 49 CFR 172 and 49 CFR 214.
 - 5. NFPA, Flammable and Combustible Liquids Code, NFPA 30, most recent revision.
 - 6. OSHA, Title 29 CFR Part 1910, Occupational Safety and Health Standards, and Title 29 CFR Part 1926, Safety and Health Regulations for Construction Sites.
 - 7. USEPA, Health and Safety Requirements for Personnel Engaged in Field Activities, USEPA Order No. 14402.
 - 8. USEPA, Standard Operating Safety Guidelines, November 1984.
 - 9. Title 8, California Code of Regulations, Section 1532.1, Lead. Cal/OSHA
 - 10. Title 8, California Code of Regulations, Section 1529. Asbestos. Cal/OSHA
 - 11. Title 8, California Code of Regulations, Section 1529(l)(2), Asbestos Waste Disposal, Cal/OSHA

12. South Coast Air Quality Management District (SCAQMD) regulations including but not limited to Rule 402, 403, and 1403)

Where two or more regulations/documents conflict, the one(s) offering the greatest degree of protection shall apply.

1.04 CONTRACTOR'S RESPONSIBILITY FOR HEALTH AND SAFETY:

- A.** Contractor shall comply with any and all state, federal, and local Ordinances, Laws and Regulations.
1. Contractor shall be responsible for the Health and Safety of Contractor's employees, its Subcontractors, Suppliers, agents, inspectors, visitors, the general public, and any others associated with or interacting with Contractor who provides labor, goods, or other services on the Project site.
 2. Contractor shall be responsible for emergency response planning and notification, and for actual response to any and all emergencies that may occur during the course of the Work, including emergencies that may occur when Contractor is not present at the Project site.
 3. Contractor is responsible for communicating daily with the District Representative regarding Health and Safety issues for the District Representative's safe conduct of the District Representative's duties, but such communication shall not imply any duty or responsibility on the part of the District Representative with regard to Health and Safety of Contractor's employees, its Subcontractors, Suppliers, the general public, or others. The District Representative's responsibility and duty with regard to Health and Safety shall be limited to the District Representative's employees. Contractor shall have responsibility and duty to the District Representative to communicate Health and Safety issues accurately and in a timely manner to allow the District Representative to take appropriate actions to protect the District Representative's employees and the Owner's employees.
 4. Contractor shall designate a dedicated Site Safety and Health Officer (SSHO) on the Project site during the Work.
 - A.** The SSHO duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs associated with the Contractor's activities at the Project site. The designated SSHO shall be certified in applicable OSHA Construction Safety training. At a minimum, the designated SSHO shall have at least 1 year of experience as a SSHO on demolition and construction sites. Contractor's SSHO shall be solely dedicated to Health and Safety issues from the start of the site activities through completion.
 - B.** The SSHO shall enforce the requirements of safety for all Contractor personnel onsite at all times. The SSHO shall ensure that all Contractor personnel, Subcontractor personnel, and Contractor visitors follow the Contractor's site Health and Safety Plan (HASP), including wearing the designated level of PPE. If the SSHO elects to require a higher level of protection than that specified in the District Representatives HASP, the extra costs associated with such higher level shall be borne by Contractor, unless such extra costs are approved in advance in writing by the District Representative.
 - C.** Prior to mobilization and continually through the duration of the Work, the SSHO shall inspect the Project site and document area-specific and worker-specific protection requirements.
 - D.** After mobilization, the SSHO shall monitor activities and shall document the need for additional worker protection as required, based on activities performed and Action Levels specified in the HASP.

- E. The SSHO shall verify that all activities are performed in accordance with the HASP and all federal, state, local, and Health and Safety standards, Laws and Regulations, and guidelines.
- F. In the event of a health or safety risk, as determined by the SSHO or by other Contractor personnel or by the District Representative, Contractor shall not proceed with the Work until a method for handling the risk has been determined in consultation with the District Representative and implemented. Any health or safety risk resulting in a stoppage of Work shall be reported immediately to the District Representative.

Contractor shall be responsible for implementing a behavior-based safety process and providing site training, observation, and feedback for Contractor personnel employed at the Site.

District Representative shall provide the Contractor with a copy of the District Representative's HASP as a reference. Contractor shall be responsible for preparing their own HASP under which their employees shall work.

1.05 SUBMITTALS:

- A. Contractor shall prepare and submit a HASP to the District Representative as a part of the TEP. The Contractor shall follow all applicable local, state, and federal Health and Safety standards, Laws and Regulations, and guidelines implemented through, but not limited to, Cal/OSHA, SCAQMD, OSHA and USEPA. Where these are in conflict, the most stringent requirement shall be followed. The following points shall be addressed in the Contractor's HASP:
 - i. Names of key personnel and alternates responsible for Health and Safety, including a Contractor Health and Safety Representative and SSHO. The District Representative must approve the SSHO.
- 2. A Health and Safety risk or Task Hazard Analysis (THA) associated with each portion of the Work (i.e., list potential hazards), including THAs for abatement, demolition, construction of retaining structures, loading and transportation of demolition debris and materials, decontamination, truck traffic, and restoration.
- 3. A requirement that Contractor locate Underground Facilities by using Southern California "Dig Alert" procedures prior to the start of the Work.
- 4. PPE to be used for each of the site tasks and operations being conducted, as required by Cal/OSHA and 29 CFR Subpart I, and 29 CFR 1926.
- 5. Frequency and types of dust monitoring and instrumentation to be used by the Contractor, including methods of maintenance and calibration of monitoring and sampling equipment. Dust monitoring requirements will be determined by the South Coast Air Quality Management District (SCAQMD Rule 403).
- 6. Corrective actions and upgrading of PPE based on monitoring of dust, with specific Action Levels identified.
- 7. Site control measures in accordance with the control program required Cal/OSHA and OSHA.
- 8. Decontamination procedures in accordance with Specifications.
- 9. An emergency response plan meeting federal, state, and local requirements for safe and effective responses to emergencies, including the necessary PPE and other equipment. Explanation of potential emergencies and contingency plan of action, including description of the route to the nearest appropriate hospital, hospital route map, and posting of emergency telephone numbers at the Project site.
- 10. If confined space entry is required, include confined space entry procedures in accordance with Cal/OSHA Title 8, Subchapter 7 § 5157 Permit Required Confined

Spaces and a list of all anticipated confined space entries required by Contractor in the course of the Work.

11. A spill containment program meeting the requirements of all applicable local, state, and federal Health and Safety standards.
12. A list of Health and Safety and emergency equipment available on the Site.
13. A description of engineering controls used to reduce the hazards of equipment operation.
14. Training for emergency response procedures as outlined in the District Representative's HASP.
15. Heat stress program consistent with the references provided in the District Representative's HASP.
16. Cold stress program consistent with the references provided in the District Representative's HASP.
17. Lockout/Tagout where the operation of machinery and/or equipment in which the unexpected energization on start up or the release of stored energy could cause injury to personnel.
18. Measures in place to ensure accountability of the location of all workers onsite at all times specifically to prevent workers from entering into unsafe areas such as buildings being demolished;
19. Measures in place to verify that unauthorized personnel such as passersby and homeless personnel have not entered the site prior to beginning of demolition in the morning, after lunch or other times when the site is momentarily left unattended;
20. Securing the site each night to ensure there are no large pieces of metal, brick, concrete, etc. that might fall on workers during the next shift or unauthorized people that might enter the site after hours;
21. Ensuring that all holes and pits where personnel might fall or trip are covered, backfilled fenced or barricaded as needed to prevent injuries;

1.06 Contractor's Daily Construction Report, submitted in accordance with Specifications Section 01330, shall include a summary of daily safety issues and a summary of Contractor's Daily Safety Meeting.

A. Contractor shall submit weekly safety reports that include:

1. The names of all Contractor and Subcontractor personnel employed at the Site at any time during the week, and the names and duties of key personnel including Contractor's Project Manager, Project Superintendent, SSHO, and all competent personnel.
2. A summary of all Health and Safety incidents describing any medical treatment that was provided during the week, the current Work status of any individuals affected the names of individuals who may have observed the incident, and actions taken by Contractor to address the unsafe act or unsafe condition.
3. A summary of all Health and Safety near-misses or observations providing an opportunity for shared learning and future hazard avoidance. For any Health or Safety incident or near-miss, list the date, the nature of the incident or near-miss, and the names of individuals involved.
4. The total number of labor hours worked at the Site during that week.
5. Internal Health and Safety audits performed by the Contractor as part of the Contractor's HASP.
6. Results of Contractor behavioral observation and feedback evaluations as described in the District Representative's HASP.

B. Contractor shall submit documentation of training and experience for the designated competent persons.

- C. Contractor shall maintain all required and applicable training records on-site including, but not limited to those specified in Part 3.01 (A) of this Section.
- D. Contractor shall submit a Hot Work Permit for any torch cutting, or activities that generate sparks. If the Contractor does not have a permit format readily available, they may request a permit from the District Representative.
- E. Contractor shall conduct a THA for significant activities and submit the documentation to the District Representative for review prior to the start of the activities. Contractor's THA shall be submitted on the THA forms attached to this Section, or other form acceptable to the District Representative.
- F. Contractor shall submit copies of all daily equipment inspections completed.

1.07 NOTIFICATIONS:

- A. Contractor shall immediately (within 30 minutes) verbally report to the District Representative the occurrence of any and all Health and Safety incidents. A Supervisor's Accident/ Incident Report (SAIR), which may be requested from the District Representative, shall be submitted within 24 hours of occurrence of the incident or issue.
- B. Contractor shall immediately and fully investigate any such incident or near-miss and conduct a root cause analysis, and shall submit to the District Representative, the Contractor's written corrective action plan for such incident within one day after the incident occurs in accordance with Specifications Section 01330 – Submittal Procedures.
- C. Contractor shall notify the District Representative in writing at least 5 days prior to bringing any hazardous material, equipment, or process to the site, or using the same on the Site. Contractor shall provide the District Representative with a MSDS for all chemicals brought on to the Site.
- D. Contractor shall immediately notify the District Representative in writing of any hazard that Contractor discovers or observes on the site and corrective measures planned or taken to eliminate or minimize such hazard. Hazard reporting will be completed as a Near Miss Report as described in 1.05(C)(3) of this Section.

PART 2 – PRODUCTS

2.01 EQUIPMENT AND FACILITIES:

- A. Contractor shall provide all equipment, temporary facilities, and personnel required to perform activities onsite safely in accordance with all Laws and Regulations and standards, and with the Contractor's HASP.

2.02 PERSONAL PROTECTIVE EQUIPMENT:

- A. The appropriate level of PPE shall be determined by the Contractor for specific tasks as described in the Contractor's HASP. If hazards are identified that require a level of protection greater than Level D (defined in paragraph C below), Work shall be suspended and the District Representative notified. The Contractor's SSHO, in consultation with the District Representative, shall determine what actions are required prior to restarting Work. Contractor shall determine and document the appropriateness of suggested minimum PPE requirements for Contractor's employees and others at the Project site.
- B. Contractor shall furnish and maintain materials and equipment for the Health and Safety of Contractor employees, its Subcontractors, Suppliers, and visitor personnel. Contractor shall provide all required Health and Safety equipment, first aid equipment, tools, monitoring equipment, PPE, and ancillary equipment and methods required to ensure workers' Health and Safety and to comply with the Contractor's HASP. District Representative will furnish PPE and monitoring for District Representative's employees.
- C. Level D protection will be required at all times while onsite by all personnel and visitors. Level D PPE consists of:

1. Hard hat
 2. Steel-toed boots
 3. Safety glasses with permanent side shields
 4. Work clothes (long pants, shirts with sleeves)
 5. High visibility reflective safety vests
 6. Hearing protection (as needed to prevent exposure exceeding 85 dB level) if noise level warrants.
- D. In most cases, Level D will be the maximum allowed level of PPE. Level C may be required as certain hazards are faced provided that personnel are properly trained and certified. Contractor shall notify District Representative immediately when upgrades to Level C are employed by the Contractor.
- E. In cases where the Owner requires additional PPE, the District Representative will notify the Contractor of these additional requirements in advance of mobilization so that Contractor may obtain the necessary equipment.

2.03 OTHER HEALTH AND SAFETY EQUIPMENT:

- A. Contractor is required to have the following equipment available on the Site for the Health and Safety of Contractor, Subcontractors, Suppliers, and visitors:
1. First aid kits
 2. Fire suppression equipment (appropriate to location and type of flammable materials present). Equipment will be certified ready for use within the previous twelve months and will also have been inspected each month; documentation supporting certification and inspections will be available for review.
 3. Emergency eyewash facilities meeting OSHA specifications
 4. Other equipment or supplies as determined to be necessary or prudent by Contractor or the District Representative
 5. Flammable liquids storage cabinet(s), if necessary
 6. Fall protection equipment appropriate for the hazards on the project
 7. Heavy blankets

PART 3 – EXECUTION

3.01 WORKER QUALIFICATION:

- A. Contractor shall provide the following training to each worker, unless otherwise specified:
1. Cal OSHA, OSHA, AHERA, and or California Department of Public Health (CDPH) compliant worker training as required by regulations including but not limited to CCR Title 8, 29 CFR, and 40 CFR.
 2. Current cardiopulmonary resuscitation (CPR) and first aid certification for at least two workers assigned to Work on the site.
 3. Confined Space Entry Training for workers entering confined spaces.
 4. Contractor shall designate one “competent person” for Demolition as defined by 29 CFR Part 1926.850.
 - A. For one who is assigned the role of a “competent person,” documentation of sufficient and relevant training and experience to perform the assigned duties and responsibilities of that role. As defined in 29 CFR 1926.32(f), the competent person shall be “one who is capable of identifying existing and predictable hazards, and who has authority to take prompt corrective measures to eliminate them.”
 - B. Relevant training and experience shall be in the same type of Project activities included in the Work under this contract.
 - C. Training as required for Asbestos and Lead abatement workers

3.02 WORK PLANNING AND MEETINGS

- a. Contractor and the District Representative shall conduct a daily Health and Safety meeting, prior to beginning Work for that day, to address Health and Safety issues, changing site conditions, activities and personnel. All Contractor and Subcontractor employees working on the Site on that day shall attend the meeting. All meetings shall be documented and attendees shall sign acknowledgement of their presence at the meeting. Daily meetings shall include an evaluation of the Work to be conducted, the hazards associated with the work, and control measures being used to reduce exposure.
- b. Contractor personnel who are not in attendance for the daily Health and Safety meeting shall be briefed on the meeting notes upon arrival at the Site and prior to commencing their Work activities. Employees shall sign acknowledgement of briefings prior to commencing Work.
- c. Contractor shall hold and document additional safety meetings at the start of each major task and whenever site conditions affecting personnel safety change. Any major task undertaken shall require the completion, or modification, of a THA as described in this Section.

3.03 ENGINEERING CONTROLS

- A. Contractor shall, at a minimum, provide the following Engineering controls to reduce the hazards of equipment operation and exposure during demolition and lead and asbestos abatement activities:
 1. Roll-over cages for bulldozers, back hoes, loaders, and tractors
 2. Back-up alarms for all trucks and moving equipment
 3. Wetting of media or other means to control dust during the Work
 4. Decontamination of equipment in accordance with Specifications.
 5. Enclosures for abatement activities.
 6. Barricades around restricted areas.
 7. Others as determined to be necessary or prudent by Contractor or as directed by the District Representative
 8. Contractor shall post ground-level warning signs every 50 feet below all overhead utilities onsite.

3.04 MONITORING:

- A. Contractor shall perform heat exposure and cold exposure monitoring activities as required by weather conditions.
 1. Contractor shall perform all atmospheric monitoring of tanks, pits, sumps, vaults, and enclosures to ensure that toxic or explosive gases are not present prior to performing demolition activities or personnel entry. At a minimum, atmospheric monitoring shall include the Lower Explosive Limit (LEL), % Oxygen, and Hydrogen Sulfide gas.
 2. Contractor should monitor workers for dust exposure using a personal dust monitor. Workers with the greatest likelihood of being exposed to dust, as evaluated by the SSHO, should don a personal dust monitor.

3.05 EVALUATION OF PERFORMANCE:

- a. Contractor shall routinely conduct internal safety audits on Subcontract and Sub-subcontract Work sites in accordance with the Contractor's HASP. The focus of these routine audits will be on compliance with OSHA and local occupational safety regulations.
- b. Contractor shall conduct routine behavioral observations and provide immediate feedback during Work activities to promote safe behavior of Contractor employees and Subcontractor employees.

3.06 SITE SECURITY - OTHER SAFETY CONSIDERATIONS

- A.** The Site is located in a heavily developed community, with frequent traffic on adjacent streets, and truck traffic delivering to the neighboring retail locations. Site workers, visitors, and truck drivers need to become familiar with the local traffic pattern to prevent traffic accidents and impeding traffic when entering and exiting the site.
- B.** There is evidence of some transients and/or trespassers attempting to enter the portions of the campus.
- C.** Site Security measures in the form of fencing, barricades and signage are critically important to maintain a safe work environment and to protect the public. The Contractor shall be responsible for maintaining adequate security measures for the duration of the project.

3.07 WORK BY OTHERS

- A.** District representative or consultant may perform site perimeter dust monitoring activities and monitor for emissions of nuisance dust and/or hazardous materials to areas outside the Work limits.

END OF SECTION

HEALTH AND SAFETY FORMS FOLLOW

– Hot Work Permit

Permit Valid

For 1 Work Day

Site Name: _____

Project Number: _____

EHS Officer: _____

Client: _____

Hot Work Description: _____

Workers/Welders Conducting Hot Work: _____

Permits MUST be completed in its Entirety Before Hot Work Begins

	Yes	No
Has Project supervisor been notified of intended Hot Work?		
Does client representative need to be notified of the intended Hot Work?		
Will Hot Work impact the general public, clients, or operation employees?		
Will the intended Hot Work need to be coordinated with other contractors who may be working on the site to make them aware of any hazards and the scope of work to be performed?		
Have hazardous energy sources been identified, isolated, and locked out/tagged out before the start of the Project?		
Will Hot Work be conducted within a confined space?		
All testing equipment (i.e., CGI, oxygen meter, etc.) and firefighting equipment (i.e., extinguisher, etc.) have been checked to ensure proper operation and calibration before the start of this Project?		
Has a fire watch been designated and on station?		
Have coatings on metal surfaces been tested for ignitability and flame spread?		
Has the area been cleared of all flammable materials?		
Have all fuel sources been identified and protected?		
Has the area been restricted with proper barriers and signs?		
Has the area been tested to be certain that atmosphere is 0% LEL before starting Hot Work?		
Have flame sensitive areas and equipment (including cylinders and gas delivery lines) exposed to slag and sparks been protected by flame resistant blankets or removed from the area?		
Have all equipment and hoses been protected from falling metal structures and debris?		
Have escape routes been identified before starting work?		
Is ventilation equipment needed? Type needed:		

The Following Protective Equipment Will be Required:

	Yes	No		Yes	No
Welding Goggles/Shield Tint			Supplied Air Respirator		
Safety Boots			Head Protection		
Leather gloves			Safety Harness		
Hearing Protection			Welding Leathers – Top		
APR Cartridge			Welding Leathers - Bottom		

Permit Valid for 1 Work Day

The following procedures will be applicable prior to Hot Work on tanks or other types of enclosed structures. (Check all that apply and fill in appropriate information.)

- ☐ Ventilate to 0% LEL
- ☐ Confined Space Entry Permit
- ☐ Mechanical Ventilation Required
- ☐ Cold Cut Only Method Allowed: _____
- ☐ Hot Cutting Permitted Method Allowed: _____

Inert to < _____ % Oxygen

Approvals:

Date

District Representative

Contractor's Site Safety Officer

Fire Watch

Performed Hot Work Employee

File Permit in Project Work File and Health and Safety Department

SECTION 01 45 23

TESTING AND INSPECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

This Section includes CONTRACTOR's responsibilities with regard to mandatory testing and inspection services:

- A. Testing and inspection services to meet requirements of the California Code of Regulations (CCR), Title 24, California Building Code (CBC).
- B. Tests of materials required by the DISTRICT's DSA certified testing agency as set forth in Section 4-335 of the California Building Standards Administrative Code.
- C. Inspection by DSA certified inspectors, employed by the DISTRICT in accordance with the requirements of California Building Standards Administrative Code, assigned to the Work with duties specifically defined in Section 4-333(b).

1.02 TESTING AGENCY

- A. DISTRICT will select an independent testing agency approved by the California Division of the State Architect to conduct tests, sampling, and testing of materials.
- B. Selection of material to be tested shall be by the agency or the INSPECTOR OF RECORD (IOR) and not by CONTRACTOR.
- C. Any material shipped from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from IOR that such testing and inspection is not required shall not be incorporated into the Work.
- D. DISTRICT will select and directly reimburse testing agency the costs for all DSA and/or DSA required tests and inspections, but may be reimbursed by CONTRACTOR for such costs as noted in related portions of the Contract Documents.
- E. The independent testing agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work. The testing agency shall not perform any duties of CONTRACTOR. The agency does not have authority to stop the Work.

1.02 TEST REPORTING

- A. Test reports shall include all tests performed, regardless of whether such tests indicate the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. Reports shall indicate the material or materials were sampled and tested in accordance with requirements of CBC, Title 24, Parts 1 and 2. Test reports shall indicate specified design strength. They shall also definitely state whether or not material or materials tested comply with the specified requirements. When requested by DISTRICT or Architect, provide interpretation of test results.

- B. After each inspection and test, testing agency will promptly submit one (1) copy of laboratory report to the following distribution list:
 - 1. Division of State Architect
 - 2. District. (or District Representative if applicable)
 - 3. Project Inspector.
 - 4. Architect.
 - 5. Structural Engineer.
 - 6. Mechanical and Electrical Engineers (Related Tests and Inspections).
 - 7. Contractor
- C. Each test report will include:
 - 1. Date issued.
 - 2. Project title, Architect's number, DSA application and file number.
 - 3. Name of agency's inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and Specifications Section.
 - 6. Location in the Project.
 - 7. Type of inspection or test.
 - 8. Date of test and ambient conditions at time of test.
 - 9. Results of tests.
 - 10. Statement of Conformance with Contract Documents.
 - 11. Signature by Registered Professional Engineer licensed in California.
 - 12. Statement that tests were conducted in accordance with Parts 1 and 2, Title 24, California Code of Regulations.
- D. Immediately upon testing agency determination of a test failure, the agency will telephone the results of the test to the ARCHITECT. On the same day, the agency will send written test results to those on the distribution list.

1.03 TEST AND INSPECTION VERIFICATION REPORT

- A. Testing agency shall submit to the Division of the State Architect a verified report in duplicate, with copy to the DISTRICT, covering each test which is required to be performed by that agency during progress of the Work. Such report shall be furnished each time construction on the Work is suspended, covering tests up to that time, and also prior to Final Completion of the Work, covering all tests.

1.04 INSPECTION BY DISTRICT

- A. DISTRICT and its representatives shall at all times have access, for purpose of inspection, to all parts of the Work and to shops wherein the Work is in preparation, and CONTRACTOR shall at all times maintain proper facilities and provide safe access for such inspection.
- B. DISTRICT shall have the right to reject materials and/or workmanship deemed defective Work, and to require correction. Defective workmanship shall be corrected in a satisfactory manner and defective materials shall be removed from the premises and legally disposed of, all without charge to DISTRICT. If CONTRACTOR does not correct such defective Work within a reasonable time, fixed by written notice and in accordance with the terms and conditions of the Contract Documents, DISTRICT may correct such defective Work and proceed to recover costs in accordance with related Articles of the Contract Documents.

1.05 INSPECTOR OF RECORD

- A. INSPECTOR OF RECORD (IOR) is employed by DISTRICT in accordance with requirements of Title 24 of the California Code of Regulations with their duties specifically defined therein.
- B. Inspection of Work shall not relieve CONTRACTOR from any obligation to fulfill all of the terms and conditions of the Contract Documents.
- C. CONTRACTOR shall be responsible for scheduling times of inspection, tests, sample taking, and similar activities of the Work.

1.06 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with testing agency personnel, DISTRICT's Representative, INSPECTOR OF RECORD (IOR), CONSTRUCTION MANAGER and the ARCHITECT, to provide access to the Work including weekends and after work hours and to manufacturer's facilities.
- B. Provide incidental labor, materials and facilities to provide, at all times, safe access to Work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
- C. Notify CONSTRUCTION MANAGER, IOR and testing agency 24 hours in advance of required inspections or sampling, and 48 hours in advance of special testing or inspections. Notify DISTRICT in advance of the manufacturer or fabrication of materials in time to plan and schedule required testing at the source of supply. Extra expenses resulting from a failure to notify the agency shall be borne by the CONTRACTOR. Whenever extra expenses are indicated to be borne by the CONTRACTOR, they will be charged to the CONTRACTOR by Change Order.
- D. The DISTRICT, IOR, CONSTRUCTION MANAGER or the ARCHITECT shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without cost to the DISTRICT. Extra expenses for retesting and re-inspection shall be borne by the CONTRACTOR. If the CONTRACTOR fails to correct such rejected work within a reasonable time, fixed by written notice, the DISTRICT will correct same and charge the expense to the CONTRACTOR by Change Order.
- E. Should it be considered necessary or advisable by the DISTRICT at any time before date of substantial completion of the entire work to make an examination of work already completed by removing or tearing out the same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the CONTRACTOR or his subcontractor, all extra expenses shall be borne by the CONTRACTOR. 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 costs shall be allowed the CONTRACTOR by Change Order.
- F. When changes of construction progress schedule are necessary during construction, coordinate such changes with the testing agency as required.

- G. When the testing agency is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, extra charges for testing attributable to the delay shall be borne by the CONTRACTOR.
- H. CONTRACTOR is responsible for compliance to all applicable local, state, and federal regulations regarding codes, regulations, ordinances, restrictions, and requirements, regardless of the provisions of this Section.
- I. Inspecting and testing performed exclusively for the CONTRACTOR's convenience shall be the sole responsibility and expense of the CONTRACTOR.

1.07. TESTS AND INSPECTIONS

- A. The following tests and inspections do not limit inspection of the Work but are required by DSA, other agencies, or are required in related Sections of the Contract Documents. The list may not be all inclusive.
- B. Excavations, Foundations and Retaining Walls - CBC, Chapter 18A and 33A

1. Inspection:

- a. Earth Fill Compaction 1801A.2
- b. Inspection of Driven Pile Installation 1809A.6
- c. Inspection of Caissons 1809A.7

- C. Concrete - CBC, Chapter 19A:

1. Materials:

- a. Test of Materials 1903A.1
- b. Portland Cement Tests 1903A.2
- c. Concrete Aggregate 1903A.3
- d. Shotcrete Aggregate 1903A.3; 1924A.3
- e. Reinforcing Bars 1903A.5.1; 1903A.5.2;
1903A.5.3; 1903A.5.4;
- f. Prestressing Steel & Anchorage 1903A.5.5;
- g. Structural Steel, Steel Pipe or tubing 1903A.5.6
- h. Admixtures 1903A.6
- d. Batch Plant Inspection 1929A.4
- e. Waiver of Batch Plant
Inspection & Tests 1929A.5, 1929A.6

2. Quality:

- a. Proportions of Concrete 1905A.1; 1905A.2; 1905A.3;
1905A.4; 1905A.5; 1905A.6,
- b. Mixing and Placing 1905A.1.1; 1905A.1.2;
1905A.1.3
- c. Concrete Testing 1905A.6;
- d. Test Of Shotcrete 1905A.6; 1924A.10
- e. Composite Construction Cores 1929A.8
- f. Gypsum Concrete Strength Tests 1925A.1; 1929A.13
- g. Insulating Concrete Tests DSA IR 27-1

3. Inspection:
 - a. Project Site Inspection 1905A.7.1
 - b. Batch Plant or Weigh-master Inspection: 1929A.4, 1929A.5; 1929A.6
 - c. Pre-stressed Concrete Inspection 1929A.9
 - d. Shotcrete Inspection 1929A.10
 - e. Reinforcing Bar Welding Inspection 1929A.12, 1903A.10
- D. Lightweight Metal - CBC, Chapter 20A:
 1. Materials:
 - a. Alloys 2001A.2
 - b. Identification 2001A.4
 2. Inspection:
 - a. Welding 2004A.8
- E. Masonry - CBC, Chapter 21A:
 1. Materials:
 - a. Masonry Units 2102A.2,.4,.5,.6
 - b. Portland Cement, Lime 2102A.2.2, .3; 2103A.2
 - c. Mortar & Grout Aggregates 2102A.2.1; 2103A.4.3
 - d. Reinforcing Bars 2102A.2.10; 1903A5, 2102A.2.10
 2. Quality:
 - a. Portland Cement Tests 1903A.2, 1929(A.1)
 - b. Mortar & Grout Tests 2105A.3.4.2
 - c. Masonry Prism Tests 2105A.3.2, 2105A3.5
 - d. Masonry Core Tests 2105A 3.1
 - e. Reinforcing Bars 2102A.2.10
 3. Inspection:
 - a. Reinforced Masonry 2105A
 - b. Reinforcing Bar Welding Inspection 1903A.10, 1929A.12
- F. Steel - CBC, Chapters 17A & 22A:
 1. Materials:
 - a. Structural Steel, Cold Formed Steel 2202A.1, 2231A.1
 - b. Material Identification 2203.A4
 2. Inspection and Tests:
 - a. Test of Structural Steel 2231.A
 - b. Tests of High Strength Bolts, 2231.A.2 Nuts, and Washers
 - c. Tests of End Welded Studs 2231.A.3
 - d. Shop Fabrication Inspection 2231.A.4
 - e. Welding Inspection 2231.A.5

- f. Non-destructive Weld Testing 1703A
 - g. High Strength Bolt Inspection 2231A.6
 - h. Steel Joist Load Tests 2231A.7
 - i. Spray applied fire resistance materials 1701
- G. Wood - CBC, Chapter 23A:
 - 1. Materials:
 - a. Lumber and Plywood Grading 2303A.1, 2304A
 - b. Glue-Laminated Members 2303A.2, 2304A
 - 2. Inspection:
 - a. Glue-Laminated Fabrication 2337A.1
 - b. Timber Connectors 2337A.2
 - c. Manufactured Trusses 2337A.3
- H. Exterior Wall Coverings - CBC, Chapter 14A, 25A:
 - 1. Materials:
 - a. Portland Cement Plaster 2508A, 2509A, 2510A
 - 2. Inspection:
 - a. Veneer Inspection 1405A
- I. Clay or Concrete Roof Tile – CBC Chapter 15A:
 - 1. Materials:
 - a. Clay or concrete tile 1507.7
 - 2. Inspection: District Requirement

1.08 EARTHWORK

- A. The DISTRICT's testing agency, under the direction of the Geotechnical Engineer of Record, 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. Geotechnical Engineer will sign all reports of observation and testing.
- B. Unsatisfactory materials shall be removed from the site. Materials installed improperly shall be removed, replaced, moisture adjusted, re-compacted and otherwise re-worked to achieve a satisfactory installation.
- C. Imported fill materials from offsite or onsite shall be inspected and tested at the source before importing and placing, and a report issue attesting to the satisfactory nature of the material.
- D. The agency will perform all sampling and testing of materials and testing of work in place as required by the DSA Testing and Inspection Listing, or otherwise required. Testing will be performed in accordance with ASTM or California-required test methods.

1.09 CONCRETE

- A. The DISTRICT's testing agency will conduct one-time sampling of aggregate and preparation and testing of concrete mix design for each strength and/or aggregate size specified. Testing costs for additional mix designs shall be borne by the CONTRACTOR.
- B. Continuous plant inspection and other concrete installation tests will be conducted by the DISTRICT's testing agency. However, costs for retesting of materials that do not meet specification requirements shall be borne by the CONTRACTOR.

1.10 ROOFING

- A. Testing agency will conduct inspection and testing of built-up bituminous roofing in accordance with manufacturer's instructions, including:
 - 1. Attend pre-roofing conference.
 - 2. Check deck surfaces prior to roofing application to verify that substrate is in satisfactory condition to receive roofing.
 - 3. Check kettle temperature control system and monitor kettle control temperatures.
 - 4. Inspect and test materials including softening point of asphalt to ensure conformance with specifications.
 - 5. Check for excessive moisture.
 - 6. Observe roofing application to ensure conformance with specifications.
 - 7. Supervise cutting and repair of cut-out tests and test and inspect cut-out samples for conformance with specifications.

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. In addition to the CONTRACTOR's field office, CONTRACTOR shall provide and maintain a minimum of one similarly equipped 800 sf temporary field office building on the Project site for use by the DISTRICT for the duration of the Work. The office shall be accessible by the DISTRICT, ARCHITECT and/or the IOR on a 7 day a week 24-hour basis. Office shall be provided with code-required ADA accessibility:
 - 1. Office building shall include a conference room with a conference table and adequate seating for twelve.
 - 2. Office building shall have two separate private offices; together with an open office space.
 - 3. Office shall be furnished with two (2) exterior entrance doors with one located in a separate office. Each door shall be furnished with both a dead bolt and cylinder lock with 6 keys.
 - 4. Exterior doors and windows shall be provided with exterior mounted burglar bars. Windows shall be provided with operable window shades. Security of office and contents is a continuous obligation of CONTRACTOR.
 - 5. Office shall have ample headroom and shall be properly lighted, heated, ventilated, and air-conditioned, and shall have an electric drinking

fountain or potable refrigerated bottled water service.

6. The conference room shall be approximately 300 sq. ft. in size and shall be furnished with a minimum of four single phase convenience outlets. It shall be furnished with a conference table capable of seating twelve, and twelve comfortable conference chairs, and shall have a 4' x 8' whiteboard on one of the long walls.
7. Provide phone, data transmission lines, related appurtenances, services, and equipment for use by DISTRICT as specified below:
 - a. Provide, install, & maintain any related equipment necessary to provide continuous internet access from each location.
- C. 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.
- D. 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.
- E. 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.
- F. FIELD OFFICE SUPPLIES
 1. CONTRACTOR shall provide the initial supply of field office supplies as need for IOR.

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 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 an 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. When directed by DISTRICT, CONTRACTOR shall 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. (Note: DISTRICT retains option to leave fencing, barricades and SWPPP protections in place for an unspecified period of time after completion of demolition and final grading operations, to be compensated on a monthly rate basis.)

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 firefighting 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 any 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 DISTRICT, ARCHITECT and to local authorities.

END OF SECTION

SECTION 01 57 00

TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water Control.
- B. Dust Control.
- C. Erosion and Sediment Control.
- D. Noise Control.
- E. Pollution Control.

1.02 RELATED SECTIONS

- A. Work Sequence and Phasing.
- B. Temporary Storm Water Pollution Control
- C. Construction Facilities

1.04 GENERAL

- A. Include planned temporary control measures in the Project Logistics Plan of Section 01 32 16, Work Sequence and Phasing. Include hours of operation permitted by the Contract Documents or by local authorities.
- B. Update this Plan and provide status reports to the DISTRICT on temporary controls on a monthly basis

1.04 WATER CONTROL

- A. Do not permit surface or subsurface water or other liquids to accumulate on the site or in the immediate vicinity.
- B. Should such conditions be encountered or develop, control the accumulation of water or other liquid and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams or other methods as approved by the ARCHITECT and/or the authority having jurisdiction.

1.05 DUST CONTROL

- A. Conduct earthwork operations in a manner to prevent windblown dust and dirt from interfering with the progress of the Work, the District's activities, the existing occupied structures in the areas of the site immediately adjacent, and offsite adjacent properties.
- B. Water construction areas as necessary to minimize windblown dust and on-site accumulation of dust and dirt.
- C. Water spray or cover with tarpaulins truckloads of soil to minimize generation of dust and dirt from construction transportation operations.

- D. Prevent dust and dirt from accumulating on walks, roadways, parking areas and from washing into sewer and storm drain lines.

1.06 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods that will control surface drainage from cuts and fills and from borrow and waste disposal areas, and to prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes and drains to prevent water flow over adjacent properties or City rights-of-way.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays. Avoid any eroded materials flowing off the property.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; and promptly apply corrective measures.

1.07 NOISE CONTROL

- A. Avoid excessive noise that would affect detrimentally adjacent activities and adjoining property.
- B. Confine operations to permissible hours of day, to eliminate neighborhood noise pollution.

1.08 POLLUTION CONTROL

- A. 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.
- B. Do not burn refuse, debris or other materials on the site.
- C. Comply with all State and local ordinances and regulatory requirements controlling environmental pollution during the course of construction and disposal operations.

1.09 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. CONTRACTOR shall assure the removal of debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces prior to the space being enclosed.
- C. CONTRACTOR shall assure the brooming and vacuum cleaning of interior areas prior to start of surface finishing, as well as continuing cleaning to eliminate dust.

- D. Until Substantial Completion of the Work, CONTRACTOR shall remove, as required, all graffiti from buildings, equipment, fences and other improvements on the Project site.
- E. CONTRACTOR shall remove waste materials, debris and rubbish from site periodically and dispose off-site.

1.10 CLOSE OUT

- A. Remove all temporary control measures at the completion of construction, and restore the site and facilities to conditions acceptable to the ARCHITECT and local authorities.

END OF SECTION

SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 SUMMARY

- A. The District will be filing with the State of California, State Water Resources Control Board a Notice of Intent (N.O.I.) to comply with the terms of the General Permit to Discharge Storm Water Associated with Construction Activity, prior to the beginning of construction on this site.
- B. A copy of the SWPPP will be made available to Contractors during the bidding period. The Contractor will need to implement and monitor the storm water pollution prevention plan prepared for this site. The Contractor will be required to review the storm water pollution prevention plan and to identify possible pollution sources and mitigation measures with all subcontractors at their starting of work on site.
- C. The Contractor will be obligated to comply with the requirements of the State's General Permit. Any fines or penalties due to failure to comply with the general permit shall be borne by the Contractor.
- D. Prior to construction and after commencement of construction activities, revisions to the SWPPP shall be submitted, by the Contractor, to the Architect for amendment to the general permit by the Civil Engineer.
- E. Storm water pollution prevention plan testing and reporting will be performed by the Contractor until such responsibility is reassigned by the District.

1.02 REFERENCE STANDARDS

- A. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; Current Edition.

1.03 QUALITY ASSURANCE

- A. Codes and Standards
 - 1. California Codes and Regulations; Title 24, California Building Code, Parts 1 & 2.
 - 2. State of California State Water Resources Control Board Regulations.
 - 3. US EPA's National Pollutant Discharge Elimination System EPA (NPDES).

1.04 SUBMITTAL

- A. Comply with pertinent provisions of the general permit.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. Installation of the work shall be as indicated on the drawings as specified herein and regulatory requirements.
- B. Maintain the protection up to the project completion.

3.03 CLEANING

- A. During and upon completion of the work comply with the general provisions of the general permit.

END OF SECTION

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

This Section includes administrative and procedural requirements governing products for incorporation into the Work.

1.02 RELATED SECTIONS

- A. Section 01300: Submittals
- B. Section 01420: Testing and Inspection
- C. Section 01640: Substitutions
- D. Section 01740: Warranties

1.03 DEFINITIONS

Definitions used in this Section are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and other similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.

- A. "Products" are items purchased for incorporation into the Work, whether purchased for the Work or taken from previously purchased stock. The term "product" includes the terms "material" and "equipment" and terms of similar intent.
 - 1. "Named Products," are items identified by the manufacturer's product name, including make, model number or other designation, shown or listed in the manufacturer's published product literature, current as of the date of the Contract.
 - 2. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions.
- B. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
- C. "Equipment" is a product with operational parts, whether motorized or manually operated, that may require service connections, such as wiring or piping. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.04 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
- B. Compatibility of Options: When the CONTRACTOR is given the option of selecting between two or more products for use in the Work, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed

surfaces of products that will be exposed in view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - a. Name of product and manufacturer
 - b. Model and serial number
 - c. Capacity
 - d. Speed
 - e. Ratings

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 1. Schedule delivery to minimize long-term storage at the Project site and to prevent overcrowding of Work spaces.
 2. Coordinate delivery with installation time to assure minimum holding time for all items, but especially those that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to the Project site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.
 5. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 6. Store products at the Project site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 7. Store heavy materials away from structures in a manner that will not endanger the structure's supporting construction.
 8. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter. Cover products subject to deterioration with impervious sheet covering.
 9. When approved by the District, provide off-site storage and protection in a bonded warehouse approved by District when site does not permit on-site storage or protection at no cost to the District.

10. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

1.06 MATERIAL SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
 1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other Projects.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
 1. Proprietary Specification Requirements: Where Specifications name only a single material or manufacturer, provide the product indicated. No substitutions will be permitted.
 2. Semi-proprietary Specification Requirements: Where Specifications name two or more products or manufacturers, provide one of the products indicated throughout the Project. No substitutions will be permitted.
 - a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal," comply with General Conditions article on Substitutions to obtain approval for use of an unnamed product.
 3. Descriptive Specification Requirements: Where Specifications describe a product or assembly and list exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that has the characteristics and otherwise complies with the Contract Documents.
 4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.
 - a. Manufacturer's recommendations may be contained in published material literature or by the manufacturer's certification of performance.
 5. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes, or regulations specified.
 6. Visual Matching: Where Specifications require matching an established Sample, decision of the ARCHITECT will be final on whether a proposed product matches satisfactorily.

7. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard or premium colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The ARCHITECT will select the color, pattern, and texture from the product line selected.

1.07 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located, and aligned with other Work.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration until Substantial Completion.

END OF SECTION

SECTION 01 60 00.01
REQUEST FOR SUBSTITUTION

SUBSTITUTION REQUEST NO. _____

DATE: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

TO: _____

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 _____

- B. 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 00
PRODUCT REQUIREMENTS

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Damage and restoration.

1.2 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- B. Products may also include existing materials or components required for reuse that were obtained from this project.
- C. Products specified or recycled from other projects are not considered new products.
- D. Provide interchangeable components of the same manufacturer, for similar components.
- E. Provide products that comply with the Contract Documents, that are undamaged and are unused at the time of installation.
- F. Provide products complete with all accessories, trim, finish, safety guards and other devices and detail needed for a complete installation and for the intended use and effect.
- G. Where a specific manufacturer's product is specified as the basis of design, the designation shall establish the qualities relating to type, function, dimension, in-service performance, physical properties, appearance and other characteristics for comparable products of other named manufacturers.
- H. Where products are specified by name or by manufacturer provide the product or manufacturer specified. No substitutions will be permitted unless made under the provisions of Section 01 25 13.
- I. Where specifications only describe a product or assembly by listing exact characteristics required, provide a product or assembly that provides the characteristics.

- J. Where specifications only require compliance with performance requirements, provide products that comply with those requirements.
- K. Where the specifications only require compliance with an imposed code, standard or regulation, provide a product that complies with the standards, codes or regulations specified.
- L. Where specifications require review and acceptance of a sample, the Architect's decision will be final on whether a proposed product sample is acceptable or not.
- M. Provide materials and products specified in the full range of color, texture and pattern for selection by Architect. Range shall include standard stocked color/texture/pattern, as advertised in product data and brochures. Unless otherwise indicated in individual specification sections, Architect may select from any color range at no additional cost to Owner.
- N. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- O. Where product is designated to match an existing product, provide product that matches in size, profile, finish, dimension and other characteristics the existing product identified.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Schedule delivery to minimize long-term storage at site to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Deliver products in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- E. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store sensitive products in weather-tight, climate controlled enclosures.
- C. Store products in a manner that will not damage or overload project structure.
- D. For exterior storage of fabricated products, place on sloped supports, above ground.
- E. Provide off-site storage when site does not permit on-site storage.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- J. Prevent the discharge of pollutants to storm water from storage of materials on-site using best management practice techniques defined in Chapter 4 of the Construction Activity Handbook published by the Storm Water Quality Task Force.

1.5 PROTECTION

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.

- E. 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.
- F. Provide humidity and temperature control for installed products as recommended by materials manufacturer.
- G. Prohibit traffic from landscaped areas.

1.6 DAMAGE AND RESTORATIONS

- A. Damage to existing or new work whether accidental or not shall be restored or replaced as specified or directed by Architect.
- B. Restoration shall be equal to structural performance of original work.
- C. Finish shall match appearance of existing adjacent work.
- D. Work not properly restored or where not capable of being restored shall be removed and replaced.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

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 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 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 $\pm 0.10'$.

3.02 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 Electronic CAD file as the final Record Drawings. CAD version to be determined by DISTRICT.
- C. Completed record drawing Electronic files 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 00

EXECUTION REQUIREMENTS

1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General procedural requirements governing execution of the Work.
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.

1.2 SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Certified Surveys: Submit two copies signed by land surveyor.
- C. Final Property Survey: Submit 2 copies showing the Work performed and record survey data.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: Existence and location of site improvements and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify existence and location of construction affecting the Work.
- B. Existing Utilities: Existence and location of underground and other utilities indicated as existing are not guaranteed. Before beginning work, investigate and verify existence and location of underground utilities affecting the Work.
 - 1. Before construction, verify location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where conditions detrimental to performance of the Work are encountered, provide a written report listing the following:
 - (a) Description of the Work.
 - (b) List of detrimental conditions, including substrates.
 - (c) List of unacceptable installation tolerances.
 - (d) Recommended corrections.
2. Verify compatibility with and suitability of substrates, including compatibility of existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of need for clarification of Contract Documents, submit a Request For Information (RFI) to Architect. Include a detailed description of problem encountered, together with recommendations for resolution of the item discovered.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor, registered in the state of California to lay out the

Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 3. Inform installers of lines and levels to which they must comply.
 4. Check the location, level and plumb, of every major element as the Work progresses.
 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Identification: Control datum for survey is that established by Owner provided survey.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field- engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- E. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain maximum headroom clearance in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

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 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/conservation/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 52 00 - Construction Facilities: 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 77 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 52 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

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 and one (1) electronic copy 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 Contractor.
- 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.

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.

END OF SECTION

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 78 39

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.07 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for preparing, maintaining, and submitting Project Record Documents.

1.08 RELATED SECTIONS

- A. Price and Payment Procedures
- B. Submittals
- C. Closeout Procedures
- D. Field Engineering

1.09 PROJECT RECORD DOCUMENTS

- A. CONTRACTOR shall prepare and maintain record documents throughout the course of construction, as specified herein.
- B. Provide access to record documents for ARCHITECT, IOR and CM reference during normal working hours.
- C. Do not use project record documents for construction purposes. Protect record documents from deterioration and loss.
- D. Record in concise and neat manner, concurrent with construction progress, and at least on a weekly basis, all actual revisions to the work:
 - 1. Changes made on the Drawings, including Clarification Drawings.
 - 2. Changes made to the Specifications.
 - 3. Changes made by Addenda.
 - 4. Changes made by Instruction Bulletins.
 - 5. Change Orders or other authorized Modifications to the Contract.
 - 6. Revisions made to shop drawings, product data and samples.
- E. Record Drawings shall be a clean, clear electronic files of Drawings and Shop Drawings. File type shall be determined by DISTRICT. Mark the set with red erasable pencil to show the actual installation where the installation varies substantially from the Work as originally shown. Indicate which Drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Drawings. Provide detailed and accurate field dimensions for concealed elements that would be difficult to measure and record at a later date.

1. Mark new information, including details, that is important to DISTRICT but was not shown on Drawings or Shop Drawings.
 2. Show measured depths of foundations in relation to finish first floor datum.
 3. Show measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Identify drains and sewers by invert elevation.
 4. Verify surveyor's Record Drawings with CONTRACTOR'S utilities locations and depths markups.
 5. Show measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work. Identify ducts, dampers, valves, access doors and control equipment wiring.
 6. Show field changes of dimension and detail.
 7. Note related Change Order or Construction Directive numbers on each affected sheet.
 8. Organize Record Drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- F. Record Specifications: Maintain a complete copy of the Specifications, including Addenda, Change Orders and Construction Directives issued during construction. Legibly mark at each Section description of actual products installed if different from that specified, including:
1. Manufacturer's name, trade name, product model and number and supplier.
 2. Authorized product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.
- G. Record Product Data: Maintain a copy of each Product Data submittal. Note related Change Orders and Construction Directives and mark-up of record drawings and Specifications.
1. Mark these documents to illustrate significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the Project site and from the manufacturer's installation instructions and recommendations.
 2. Provide detailed and accurate information regarding concealed products and portions of Work that cannot otherwise be readily discerned later by direct observation.

- H. Record Samples: Immediately prior to Substantial Completion, CONTRACTOR shall meet with ARCHITECT and DISTRICT at the Project site to determine which Samples are to be transmitted to DISTRICT for record purposes. Comply with DISTRICT instructions regarding delivery to DISTRICT storage area.
- I. Miscellaneous Records: Refer to other Specification sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date of Final Completion, complete and compile miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to ARCHITECT for DISTRICT records.

END OF SECTION