LICENSED ARCHITECT
STEPHEN L. HENRY
C-22525
12/31/19
RENEWAL DATE
STATE OF CALIFORNIA

# PROJECT MANUAL

Lodi Unified School District
H+A #19-32-048
April 5, 2019

# Relocatable Relocation
# Lodi Middle School

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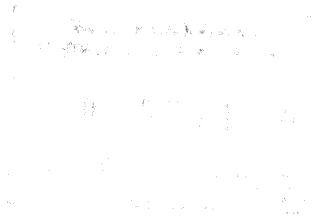
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02 117640
AC PP FLS M SS SSu
DATE 4/16/19

**Bid Package No.**



DOCUMENT 00 01 10

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SCHEDULES

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# NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Lodi Unified School District ("District") will receive sealed bids for the Relocatable Relocation Lodi Middle School project, ("Project" or "Contract"):

   Relocatable Relocation Lodi Middle School

2. The Project consists of:

   **Site development work to relocate one relocatable building from stockpile and place on the Lodi Middle School Site. The building will be placed on the site under a separate contract by Mobile Modular, including foundations and ramp. Scope of Work of this project includes related site development work, low voltage work and what is shown on the drawings.**

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

   A or B

   The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. The Bidder's registration must remain active throughout the term of the Contract.

5. Contract Documents will be available on or after April 19, 2019, for review at the Lodi Unified School District Facilities and Planning offices, 1305 E Vine Street, Lodi, CA 95240. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

   A. Alameda County Builders Exchange.
   B. Builders Exchange of Santa Clara.
   C. Builders Exchange of Stockton.
   D. Contra Costa Builders Exchange.
   E. Sierra Contractors Exchange.

6. Sealed bids will be received until 3:00 p.m., May 8, 2019, at the LUSD District Facilities and Planning Office, 1305 E. Vine Street, Lodi, California 95240, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

7. Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts $1 million or more using or planning to use state bond funds. Any bid submitted by a bidder who is not prequalified shall be non-

responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses, if used, who have not been prequalified, shall be deemed nonresponsive and will not be considered.

8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

9. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Lodi Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

10. A mandatory pre-bid conference and site visit will be held on May 1, 2019, at 10:00 a.m. at Lodi Middle School, 945 S Ham Lane, Lodi, CA 95242. All participants are required to sign in. The site visit is expected to take approximately one hour. Failure to attend or tardiness will render bid ineligible.

11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

13. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.

14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

16. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

    A. The base bid amount only.

17. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

DOCUMENT 00 21 13

# INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

Lodi Unified School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

   Relocatable Relocation Lodi Middle School

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.

   The District has prequalified bidders pursuant to Public Contract Code section 20111.6 for contracts $1 million or more using or planning to use state bond funds. Only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be deemed nonresponsive and will not be considered. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses, if used, who have not been prequalified, shall be deemed nonresponsive and will not be considered.

3. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.

   a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.

   b. Bids must be submitted to the Lodi Unified School District Facilities and Planning offices located at 1305 E. Vine Street, Lodi, CA 95240 by date and time shown in the Notice to Bidders.

   c. Bids must contain all documents as required herein.

4. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.

5. Bids will be opened at or after the time indicated for receipt of bids.

6. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

7. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.

8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

9. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

   a. Bid Bond on the District's form, or other security.

   b. Designated Subcontractors List.

   c. Site Visit Certification, if a site visit was required.

   d. Non-Collusion Declaration.

   e. Iran Contracting Act Certification, if contract value is $1,000,000 or more.

10. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.

11. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

12. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.

13. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

14. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.

15. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.

16. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at http://www.dir.ca.gov.

17. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive

responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Submit forms within four (4) dasy after Notice of Award. Do not submit this form with your Bid.

18. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

    a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

    b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

    c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

    d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;

    e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

    f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required

work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.

(1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

(2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

(1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and

(2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.

(3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

19. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

    a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.

    b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

    c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.

    d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

20. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.

21. All questions about the meaning or intent of the Contract Documents are to be directed via email to the Architect. Interpretations or clarifications considered necessary by the Architect in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

22. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

23. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

24. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.

25. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.

26. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

    a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.

    b. 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 issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.

    c. It is further understood by the 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 which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.

    d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

27. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.

    a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.

    b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.

c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

e. Insurance Certificates and Endorsements as required.

f. Workers' Compensation Certification.

g. Prevailing Wage and Related Labor Requirements Certification.

h. Disabled Veteran Business Enterprise Participation Certification.

i. Drug-Free Workplace Certification.

j. Tobacco-Free Environment Certification.

k. Hazardous Materials Certification.

l. Lead-Based Materials Certification.

m. Imported Materials Certification.

n. Criminal Background Investigation/Fingerprinting Certification.

o. Buy American Certification.

p. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

28. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

(1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours

after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

(2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

(i) The subcontractor is registered prior to the bid opening.

(ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

(iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

29. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

30. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.

31. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not

limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

32. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

DOCUMENT 00 21 13.1

# BIDDER INFORMATION AND FORMS

**[INTENTIONALLY LEFT BLANK UNLESS PROVIDED IN SPECIAL CONDITIONS – SEPARATE PREQUALIFICATION PROCESS RECOMMENDED]**

END OF DOCUMENT

DOCUMENT 00 31 19

# EXISTING CONDITIONS

## 1. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

## 2. Reports and Information on Existing Conditions

a. Documents providing a general description of the Site and conditions of the Work may have been collected by the Lodi Unified School District ("District"), its consultants, contractors, and tenants. These documents may, but are not required to, include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.

b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are **not** part of the Contract Documents. These reports, documents, and other information do **not** excuse Contractor from fulfilling Contractor's obligation to independently investigate any or all existing conditions or from using reasonable prudent measures to avoid damaging existing improvements.

c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.

d. Prior to commencing this Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.

e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.

f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:

(1) Original Construction Drawings.
(2) Survey of Site.

## 3. Use of Information

a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.

b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.

c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform as a condition to bidding and Bidder should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.

e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

**4. Investigations/Site Examinations**

a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.

b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT

DOCUMENT 00 41 13

# BID FORM AND PROPOSAL

To: Governing Board of the Lodi Unified School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. _____ _____.

PROJECT: Relocatable Relocation Lodi Middle School

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars $ _____

***BASE BID***

***Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.***

**Additive/Deductive Alternates:**

**Alternate #1: THERE ARE NO ALTERNATES**

_____ dollars $ _____
Additive/Deductive

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

## Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices**. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

| Item No. | Description | Unit of Measure | Estimated Quantity | Unit Price | Total Cost = Unit Price x Estimated Quantity (Included in Base Bid) |
|---|---|---|---|---|---|
| | | | | $_____ | $_____ |
| | | | | $_____ | $_____ |

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance**. The Bidder's Base Bid shall include **Twenty Thousand Dollars ($20,000.00)** allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared an Allowance Expenditure Directive incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

3. **OCIP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that it and its subcontractors shall participate in and comply with the owner-controlled or wrap-up insurance program (OCIP). Bidder and all of its subcontractors are required to exclude the cost of insurance provided by the OCIP from its bid price for the proposed scope of work, including subcontracted work whether or not the subcontractor is identified at the time of the bid. The excluded amount must be shown separately below:

**Excluded Cost of Insurance**

| | |
|---|---|
| _____ dollars | $ _____ |
| Deductive | |

4. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

5. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

6. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

7. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

8. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

9. The following documents are attached hereto:

   - Bid Bond on the District's form or other security
   - Designated Subcontractors List
   - Site Visit Certification
   - Non-Collusion Declaration
   - Iran Contracting Act Certification

10. Receipt and acceptance of the following Addenda is hereby acknowledged:

| | |
|---|---|
| No. _____, Dated _____ | No. _____, Dated _____ |
| No. _____, Dated _____ | No. _____, Dated _____ |
| No. _____, Dated _____ | No. _____, Dated _____ |

11. Bidder acknowledges that the license required for performance of the Work is a _____ _____ license.

12. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

13. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

~~14. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.~~

15. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

16. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

17. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

18. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signed by: _____

Title of Signer: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

No.: _____ Class:_____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

DOCUMENT 00 43 13

# BID BOND

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned,_____, as Principal ("Principal"),

and _____, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Lodi Unified School District ("District") of San Joaquin County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

_____ Dollars ($ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Relocatable Relocation Lodi Middle School ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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 to the work to be performed thereunder, or the specifications accompanying the same, shall in any way 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 the Contract or the call for bids, or to the work, or to the specifications.

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

DOCUMENT 00 43 36

# DESIGNATED SUBCONTRACTORS LIST
## (Public Contact Code Sections 4100-4114)

PROJECT: Relocatable Relocation Lodi Middle School

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

**Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

**Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

**Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

**Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

**Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

**Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

**Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

**Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

**Subcontractor Name:** _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 01

# SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Relocatable Relocation Lodi Middle School

Check option that applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Lodi Unified School District, its Architect, its Engineer, its 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 and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 19

## NON-COLLUSION DECLARATION
## (Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

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 false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else 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 that the foregoing is true and correct and that this declaration is executed on _____,
[Date]

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 19.01

# IRAN CONTRACTING ACT CERTIFICATION
## (Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: _____ between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of $1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

☐ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

| *Vendor Name/Financial Institution (Printed)* | *Federal ID Number (or n/a)* |
|---|---|
| *By (Authorized Signature)* | |
| *Printed Name and Title of Person Signing* | *Date Executed* |

END OF DOCUMENT

DOCUMENT 00 45 26

# WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
>
> b. 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 his employees.

I am aware of the provisions of section 3700 of the Labor Code 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 provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 46.01

# PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.02

# DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

PROJECT/CONTRACT NO.: _____between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

## GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **Do not submit this form with your bids.**

**PART I – Method of Compliance with DVBE Participation Goals.** Check the appropriate box to indicate your method of committing the contract dollar amount.

| **YOUR BUSINESS ENTERPRISE IS:** | **AND YOU WILL** | **AND YOU WILL** |
|---|---|---|
| **A.** ☐ Disabled veteran owned and your forces will perform at least 3% of this Contract | Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")* | Complete Part 1 of this form and the Certification |
| **B.** ☐ Disabled veteran owned but is unable to perform 3% of this Contract with your forces | Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3% | Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification |
| **C.** ☐ **NOT** disabled veteran owned | Use DVBE subcontractors /suppliers for at least 3% of this Contract | |
| **D.** ☐ Unable to meet the required participation goals | Complete all of this form and the Certification | |

* A DVBE letter from OSDS is obtained from the participating DVBE.

**You must complete the following table to show the dollar amount of DVBE participation:**

| | **TOTAL CONTRACT PRICE** |
|---|---|
| **A.** Prime Bidder, if DVBE (own participation) | $ |
| **B.** DVBE Subcontractor or Supplier | |
| **1.** | |
| **2.** | |
| **3.** | |
| **4.** | |
| **C.** Subtotal (A & B) | |
| **D.** Non-DVBE | |
| **E.** Total Bid | |

**PART II – Contacts.** To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

| **CATEGORY** | **TELEPHONE NUMBER** | **DATE CONTACTED** | **PERSON CONTACTED** |
|---|---|---|---|
| **1.** The District, if any | | | * |
| **2.** OSDS, provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx | (916) 375-4940 | | * |
| **3.** DVBE Organization (List) | | | * |
| | | | |
| | | | |
| | | | |

*Write "recorded message" in this column, if applicable.

**PART III – Advertisement.** You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

| **FOCUS/TRADE PAPER NAME** | **CHECK ONE** | | **DATE OF ADVERTISEMENT** |
|---|---|---|---|
| | **TRADE** | **FOCUS** | |
| | | | |
| | | | |

**PART IV – DVBE Solicitations.** List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

| **IF THE DVBE.....** | **THEN.....** | **AND.....** |
|---|---|---|
| was selected to participate | Check "YES" in the "SELECTED" column | include a copy of their DVBE letter(s) from OSDS |
| was **NOT** selected to participate | Check "NO" in the "SELECTED" column | state why in the "REASON NOT SELECTED" column |
| did not respond to your solicitation | Check the "NO RESPONSE" column. | |

| **DVBE CONTACTED** | **SELECTED** | | **REASON NOT SELECTED** | **NO RESPONSE** |
|---|---|---|---|---|
| | **YES** | **NO** | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

A copy of this form must be retained by you and may be subject to a future audit.

## CERTIFICATION

I, _____, certify that I am the bidder's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.03

# DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 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 doing 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.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a. 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.

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

   (1) The dangers of drug abuse in the workplace.

   (2) The person's or organization's policy of maintaining a drug-free workplace.

   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.

   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, 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 publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the 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 the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.04

# TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.05

# HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

**1.** Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

**2.** Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

**3.** Asbestos and/or asbestos-containing material shall be 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.

**4.** Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

**5.** All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

**6.** Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.06

# LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

(1) Contractor's work may disturb lead-containing building materials.

(2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

## 1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

## 2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

**Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.**

**3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**4. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.07

# IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of:
- □ Delivery Firm/Transporter
- □ Wholesaler
- □ Distributor
- □ Supplier
- □ Broker
- □ Other _____
- □ Manufacturer
- □ Retailer

Type of Entity
- □ Corporation
- □ Limited Partnership
- □ Sole Proprietorship
- □ General Partnership
- □ Limited Liability Company
- □ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

_____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.08

**CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: _____between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: _____

Title: _____

**NOTE**: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

☐ *The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.*

*As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.*

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

DOCUMENT 00 45 46.09

# BUY AMERICAN CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Lodi Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Federal regulations require that all of the iron, steel, and manufactured goods used in projects for the construction, installation, repairs, renovation, modernization, or maintenance of a public building or public work funded in part or in whole by federal stimulus funds, with the exception of projects funded by Qualified School Construction Bonds, be produced in the United States of America, unless a federal department waives this requirement because (1) it is inconsistent with the public interest, (2) the goods are not produced in sufficient quantities or of satisfactory quality in the United States, or (3) the requirement would increase the cost of the Project overall by more than twenty-five percent (25%) ("Buy American").

Contractor shall submit this Certification with its executed agreement, identifying the steps Contractor will take to use goods produced in the United States of America in carrying out this Contract. Bidder should not submit this form with its bid.

Contractor shall retain a copy of this form and may be subject to a future audit.

## CERTIFICATION

On behalf of Contractor, I represent and covenant that Contractor will use on the Project only iron, steel and manufactured goods produced in the United States of America except goods for which a federal department has waived this requirement.

I, _____, certify that I am the Contractor's _____ _____ and that the representations and covenants made herein are true and correct. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 49

# REGISTERED SUBCONTRACTORS LIST
## (Labor Code Section 1771.1)

PROJECT: Relocatable Relocation Lodi Middle School

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:** _____

DIR Registration #: _____

Portion of Work: _____

**Subcontractor Name:** _____

DIR Registration #: _____

Portion of Work: _____

**Subcontractor Name:** _____

DIR Registration #: _____

Portion of Work: _____

**Subcontractor Name:** _____

DIR Registration #: _____

Portion of Work: _____

**Subcontractor Name:** _____

DIR Registration #: _____

Portion of Work: _____

**Subcontractor Name:** _____

DIR Registration #: _____

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**Subcontractor Name:** _____

DIR Registration #: _____

Portion of Work: _____

**Subcontractor Name:** _____

DIR Registration #: _____

Portion of Work: _____

**Subcontractor Name:** _____

DIR Registration #: _____

Portion of Work: _____

**Subcontractor Name:** _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 90

# POST BID INTERVIEW

## PART 1 – GENERAL

### 1.01 SUMMARY

If requested by the District, this Section requires the apparent low bidder to attend and participate in a Post Bid Interview with the Construction Manager, prior to award of any contract by the District. The Post Bid Interview will be scheduled by the Construction Manager within three (3) calendar days after the date of bid.

### 1.02 REQUIRED ATTENDANCE

A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.

B. The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.

C. Failure to attend the Post Bid Interview will be considered just cause for the District to reject the Bid.

### 1.03 POST BID INTERVIEW PROCEDURE

A. The Construction Manager will review the Bid with the attendees.

B. The Construction Manager will review the Contract Documents with the attendees, including but not limited to:

(1) Insurance

(2) Bonding

(3) Addenda

(4) Pre-Bid Clarifications

(5) Scope of Work

(6) Bid Packages Descriptions

(7) Bid Alternates

(8) Contract Plans

(9) Contract Specifications

(10) Project Schedule and Schedule Requirements

(11) Critical Dates Requirement for Other Bid Packages

(12) Prevailing Wage Requirements

(13) Liquidated Damages

(14) Required Documentation for Contract Administration

(15) Contract Coordination Requirements

## 1.04 POST BID INTERVIEW DOCUMENTATION

The Construction Manager will document the Post Bid Interview on the form attached to this Section. Both the apparent low bidder and the Construction Manager are required to sign the Post Bid Interview Documentation.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

# POST BID INTERVIEW

## CONSTRUCTION MANAGER

[Name]
[Address 1]
[Address 2]
[Phone] [Fax]

BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

I. INTRODUCTIONS:

A. Present

| | |
|---|---|
| _____ CONTRACTOR | _____ CONTRACTOR |
| _____ | _____ |
| _____ [CM] | _____ [CM] |

II. PROPOSED CONTRACT:

III. PURPOSE OF INTERVIEW IS TO ASSURE A MUTUAL UNDERSTANDING OF THE FOLLOWING:

| | | | |
|---|---|---|---|
| A. | Do you acknowledge submission of a complete and accurate bid? | Yes | No |
| B. | Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? | Yes | No |
| C. | Do you acknowledge the requirements for the escrow of bid documents? | Yes | No |
| D. | Are you comfortable with your listed subcontractors? | Yes | No |

IV. CONTRACTUAL REQUIREMENTS:

| | | | |
|---|---|---|---|
| A. | Do you understand you are a prime contractor? | Yes | No |
| B. | Can you meet specified insurance requirements? | Yes | No |
| 1. | Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? | Yes | No |
| 2. | Are you requesting that the District accept an Umbrella or Excess Liability Insurance Policy to meet the policy limit? | Yes | No |
| 3. | Will there be a gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella or Excess Liability Insurance Policy? | Yes | No |

C. Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? Yes No

1. Cost for bond: _____% Yes No

2. Is the cost of your bond in your base bid? Yes No

3. Is your surety licensed to issue bonds in California? Yes No

D. Do you understand the fingerprinting requirements? Yes No

E. Is it understood that all workers must be paid prevailing wage? Yes No

F. Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations? Yes No

V. SCOPE OF WORK:

A. Acknowledged Receipt of Addenda #1-__ Yes No

B. Are the costs for addenda items included in your bid? (if applicable) Yes No

C. Do you have a complete understanding of your Scope of Work under the proposed Agreement? Yes No

D. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? Yes No

If yes, please identify them.

1. _____

_____

2. _____

_____

3. _____

_____

Is (are) there additional cost(s) for the above item(s)? Yes No

E. Have you reviewed bid alternative(s) #1-___? (if applicable) Yes No

F. Are the costs for bid alternatives included in your bid? Yes No

G. Are the plans and specifications clear and understandable to your satisfaction? Yes No

H. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No

VI. SCHEDULE:

A. Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? Yes No

1. Will you provide a detailed construction schedule to _____ within the required ten (10) days of the Notice to Proceed, per the contract? Yes No

2. Can you meet the submittal deadline? Yes No

3. It is understood that the Project schedule is critical and that that weekend and overtime work may be required to meet the milestones. Yes No

4. It is understood that if rain does occur, then all dewatering and protection of work is required, per the contract. Yes No
If not, what do you believe must change and why? _____

_____

_____

B. Identify critical materials, deliveries, long lead items and other dependencies, including Owner Furnished items that could affect the completion of your work. Yes No

1. _____
2. _____
3. _____
4. _____
5. _____

C. Do you understand that there is going to be maintenance and other construction taking place on site during the course of the project? Yes No

VII. EXECUTION OF WORK

A. Do you understand the access to the site? Yes No

B. Do you understand the staging area restrictions? Yes No

C. Have you included protection of [asphalt, floors, and roofs]? Yes No

D. Do you understand that the site is occupied by students, teachers, administrators, parents, etc.? Yes No

VIII. CONTRACTOR COMMENTS/SUGGESTIONS:

1. _____
2. _____
3. _____
4. _____
5. _____

IX. CONTRACTOR

**You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all Work in the Contract Documents, and that costs for all Work are included in your bid.**

The foregoing information is true and accurate, and I am authorized to sign as an officer of the company I am representing.

[Company Name]

_____

Signature _____ Title: _____

Date: _____

X. CONSTRUCTION MANAGER

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW
Number of Pages: _____
Date of Document: _____

END OF DOCUMENT

DOCUMENT 00 51 00

# NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

To: _____
(Address)

From: Governing Board ("Board") of the Lodi Unified School District ("District" or "Owner")

PROJECT: Relocatable Relocation Lodi Middle School ("Project").

Contractor has been awarded the referenced Contract on _____, 20__, by action of the District's Board.

The Contract Price is _____ Dollars ($_____), and includes alternates _____.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.

b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.

c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

e. Insurance Certificates and Endorsements as required.

f. Workers' Compensation Certification.

g. Prevailing Wage and Related Labor Requirements Certification.

h. Disabled Veteran Business Enterprise Participation Certification.

i. Drug-Free Workplace Certification.

j. Tobacco-Free Environment Certification.

k. Hazardous Materials Certification.

l. Lead-Based Materials Certification.

m. Criminal Background Investigation/Fingerprinting Certification.

n. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

**LODI UNIFIED SCHOOL DISTRICT**

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 52 13

# AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____ _____, 20___, by and between the Lodi Unified School District ("District") and _____ _____ ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work**: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

   Relocatable Relocation Lodi Middle School

   ("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents**: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion**: It is hereby understood and agreed that the Work under this Contract shall be completed within FORTY (40) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Completion - Extension of Time**: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due

allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

6. **Liquidated Damages**: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of ONE THOUSAND dollars ($1,000) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

   It is hereby understood and agreed that this amount is not a penalty.

   In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

   The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage**: The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

8. **Insurance and Bonds**: Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.

9. **Prosecution of Work**: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. **Authority of Architect, Project Inspector, and DSA**: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the

Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.

**11.** **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

**12.** **Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type A or B Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

**13.** **Registration as Public Works Contractor**: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.

**14.** **Payment of Prevailing Wages**: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

**15.** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

**16.** **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ **Dollars**

**($_____),**

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

**17. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.

**18. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

**19. Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

| **CONTRACTOR** | **LODI UNIFIED SCHOOL DISTRICT** |
|---|---|
| _____ | _____ |
| By: _____ | By: _____ |
| Title: _____ | Title: _____ |

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

DOCUMENT 00 55 00

# NOTICE TO PROCEED

Dated: _____, 20___

TO: _____
("Contractor")

ADDRESS: 945 S. Ham Lane, Lodi, CA 95242

PROJECT: Relocatable Relocation Lodi Middle School

PROJECT/CONTRACT NO.: _____ between the Lodi Unified School District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20___. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is _____, 20___.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

a. Contractor's preliminary schedule of construction.

b. Contractor's preliminary schedule of values for all of the Work.

c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals

d. Contractor's Safety Plan specifically adapted for the Project.

e. A complete subcontractors list, including the name, address, telephone number, email address, facsimile number, California State Contractors License number, license classification, Department of Industrial Relations registration number, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

LODI UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 56 00

# ESCROW BID DOCUMENTATION

## 1. Requirement to Escrow Bid Documentation

a. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.

b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.

c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.

d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.

e. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.

f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

## 2. Ownership of Escrow Bid Documentation

a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.

b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all

information contained therein, against disclosure to the fullest extent permitted by law.

## 3. Format and Contents of Escrow Bid Documentation

a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.

b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.

c. All costs shall be identified. For bid items amounting to less than $10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

## 4. Submittal of Escrow Bid Documentation

a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".

b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.

c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

**5. Storage, Examination and Final Disposition of Escrow Bid Documentation**

a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.

b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:

(1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.

(2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.

(3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days' notice if a representative of the Contractor does not appear at the time set.

(4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative and/or the

Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days' notice if a representative of that subcontractor does not appear at the time set.

c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

DOCUMENT 00 57 00

# ESCROW AGREEMENT IN LIEU OF RETENTION
## (Public Contact Code Section 22300)

**(Note: Contractor must use this form.)**

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20___, by and between the Lodi Unified School District ("District"), whose address is 1305 E. Vine Street, Lodi, California 95240, and _____ ("Contractor"), whose address is _____ _____ , and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:

   ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No.___ entered into between District and Contractor for the _____ _____ Project, in the amount of _____ Dollars ($_____) dated, _____, 20_____, (the "Contract"); **or**

   ☐ On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

   When Contractor deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between District and Contractor.

   Securities shall be held in the name of Lodi Unified School District, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.

3. When District makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays 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 District. The District will charge Contractor $_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.

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 District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.

7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.

8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that 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 monies and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

| On behalf of District: | On behalf of Contractor: |
|---|---|
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Address | Address |

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

At the time that the Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed copy of this Agreement.

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

| On behalf of District: | On behalf of Contractor: |
|---|---|
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Address | Address |

END OF DOCUMENT

DOCUMENT 00 61 13.13

**PERFORMANCE BOND**
**(100% of Contract Price)**

**(Note: Contractor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Lodi Unified School District, ("District") and _____ _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Relocatable Relocation Lodi Middle School

("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____

Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals 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 District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration

thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

| | |
|---|---|
| Principal | Surety |
| By | By |
| | Name of California Agent of Surety |
| | Address of California Agent of Surety |
| | Telephone No. of California Agent of Surety |

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

DOCUMENT 00 61 13.16

# PAYMENT BOND
## Contractor's Labor & Material Bond
## (100% Of Contract Price)

**(Note: Contractor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Lodi Unified School District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Relocatable Relocation Lodi Middle School

("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and_____ _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars ($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, 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 required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

| Principal | Surety |
|---|---|
| By | By |
| | Name of California Agent of Surety |
| | Address of California Agent of Surety |
| | Telephone No. of California Agent of Surety |

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

DOCUMENT 00 63 40

**ALLOWANCE EXPENDITURE DIRECTIVE FORM**

Lodi Unified School District
1350 E. Vine Street
Lodi, CA 95240

| **ALLOWANCE EXPENDITURE DIRECTIVE NO.:** |
|---|
| |

# ALLOWANCE EXPENDITURE DIRECTIVE

**Project:** _____ **Date:** _____
**DSA File No. :**_____
**Bid No.:** _____ **DSA Appl. No.** _____

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

**Owner Name, Address, Telephone:**

_____
_____
_____

**Contractor Name, Address, Telephone:**

_____
_____
_____

| **Reference** | **Description** | **Allowance Authorized for Expenditure** | **Days Ext.** |
|---|---|---|---|
| Request for AED #<br>Requested by:<br>Performed by:<br>Reason: | [Description of unforeseen item relating to Work]<br>[Requester]<br>[Performer]<br>[Reason] | $ | |
| Request for AED #<br>Requested by:<br>Performed by:<br>Reason: | [Description of unforeseen item relating to Work]<br>[Requester]<br>[Performer]<br>[Reason] | $ | |
| Request for AED #<br>Requested by:<br>Performed by:<br>Reason: | [Description of unforeseen item relating to Work]<br>[Requester]<br>[Performer]<br>[Reason] | $ | |

| | | |
|---|---|---|
| Contract time will be adjusted as follows:<br><br>Previous Completion Date: __[DATE]__ | Total Contract Allowance Amount: | $ |
| | Amount of Previously Approved Allowance Expenditure Directive(s): | $ |

| | | |
|---|---|---|
| _____[#]_____ Calendar Days Extension (zero days unless otherwise indicated)<br><br>Current Completion Date: __[DATE]__ | Amount of this Allowance Expenditure Directive: | $ |

The undersigned Contractor approves the foregoing release of allowance for completion of each specified item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false 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.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, 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.

**Signatures:**

| | |
|---|---|
| **DISTRICT:**<br><br>LODI UNIFIED SCHOOL DISTRICT<br><br>Date: _____<br><br>By: _____<br>[Print Name and Title here] | **CONTRACTOR:**<br><br>_____<br><br>Date: _____<br><br>By: _____<br>[Print Name and Title here] |
| **ARCHITECT:**<br><br>_____<br><br>Date: _____<br><br>By:_____<br>[Print Name and Title here] | **PROJECT INSPECTOR:**<br><br>_____<br><br>Date: _____<br><br>By:_____<br>[Print Name and Title here] |

END OF DOCUMENT

DOCUMENT 00 63 57

# PROPOSED CHANGE ORDER FORM

Lodi Unified School District
1350 E. Vine Street
Lodi, CA 95240

| PCO NO.: |
| --- |
| |

**Project:** _____
**Bid No.:** _____
**RFI #:** _____

**Date:** _____
**DSA File No.:** _____
**DSA Appl. No.:** _____

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

| | **WORK PERFORMED OTHER THAN BY CONTRACTOR** | **ADD** | **DEDUCT** |
| --- | --- | --- | --- |
| (a) | **Material** (attach suppliers' invoice or itemized quantity and unit cost plus sales tax) | | |
| (b) | **Add Labor** (attach itemized hours and rates, fully encumbered) | | |
| (c) | **Add Equipment** (attach suppliers' invoice) | | |
| (d) | **Subtotal** | | |
| (e) | **Add overhead and profit for any and all tiers of Subcontractor**, the total not to exceed ten percent (10%) of Item (d) | | |
| (f) | **Subtotal** | | |
| (g) | **Add Overhead and Profit for Contractor**, not to exceed five percent (5%) of Item (f) | | |
| (h) | **Subtotal** | | |
| (i) | **Add Bond and Insurance**, not to exceed one and a half percent (1.5%) of Item (h) | | |
| (j) | **TOTAL** | | |
| | | | |
| (k) | **Time** (zero unless indicated; "TBD" not permitted) | **_____ Calendar Days** | |

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

| | **WORK PERFORMED BY CONTRACTOR** | **ADD** | **DEDUCT** |
|---|---|---|---|
| (a) | **Material** (attach itemized quantity and unit cost plus sales tax) | | |
| (b) | **Add Labor** (attach itemized hours and rates, fully encumbered) | | |
| (c) | **Add Equipment** (attach suppliers' invoice) | | |
| (d) | **Subtotal** | | |
| (e) | **Add Overhead and Profit for Contractor**, not to exceed fifteen percent (15%) of Item (d) | | |
| (f) | **Subtotal** | | |
| (g) | **Add Bond and Insurance**, not to exceed one and a half percent (1.5%) of Item (f) | | |
| (h) | **TOTAL** | | |
| | | | |
| (i) | **Time** (zero unless indicated; "TBD" not permitted) | **____ Calendar Days** | |

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false 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*. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

**SUBMITTED BY:**

Contractor:

_____ _____

[Name] Date

END OF DOCUMENT

DOCUMENT 00 63 63

**CHANGE ORDER FORM**

Lodi Unified School District
1305 E. Vine Street
Lodi, CA 95240

| CHANGE ORDER NO.: |
| --- |
| |

# CHANGE ORDER

**Project:** _____
**Bid No.:** _____

**Date:** _____
**DSA File No.:** _____
**DSA Appl. No.:** _____

The following parties agree to the terms of this Change Order:

**Owner:** _____
_____
[Name / Address]
_____
_____

**Contractor:** _____
_____
[Name / Address]
_____
_____

**Architect:** _____
_____
[Name / Address]
_____

**Project Inspector:** _____
_____
[Name / Address]
_____

| Reference | Description | Cost | Days Ext. |
| --- | --- | --- | --- |
| PCO #<br>Requested by:<br>Performed by:<br>Reason: | [Description of change]<br>[Requester]<br>[Performer]<br>[Reason] | $ | |
| PCO #<br>Requested by:<br>Performed by:<br>Reason: | [Description of change]<br>[Requester]<br>[Performer]<br>[Reason] | $ | |
| PCO #<br>Requested by:<br>Performed by:<br>Reason: | [Description of change]<br>[Requester]<br>[Performer]<br>[Reason] | $ | |

| | | |
| --- | --- | --- |
| Contract time will be adjusted as follows:<br><br>Previous Completion Date: [Date]<br><br>[#] Calendar Days Extension (zero unless otherwise indicated)<br><br>Current Completion Date: [Date] | Original Contract Amount: | $ |
| | Amount of Previously Approved Change Order(s): | $ |
| | Amount of this Change Order: | $ |
| | Contract Amount: | $ |

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false 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.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, 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.

**Signatures:**

| | | | |
|---|---|---|---|
| District: | | Contractor: | |
| _____ [Name] | _____ Date | _____ [Name] | _____ Date |
| Architect: | | Project Inspector: | |
| _____ [Name] | _____ Date | _____ [Name] | _____ Date |

END OF DOCUMENT

DOCUMENT 00 65 19.26

# AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20___ by and between the LODI UNIFIED SCHOOL DISTRICT ("District") and _____ _____ ("Contractor"), whose place of business is _____ _____.

RECITALS:

1. District and Contractor entered into PROJECT/CONTRACT NO.: _____ ("Contract" or "Project") in the County of _____, California.

2. The Work under the Contract was completed on _____, and a Notice of Completion was recorded with the County Recorder on _____.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

## AGREEMENT AND RELEASE

3. Contractor will only be assessed liquidated damages as detailed below:

| | |
|---|---|
| Original Contract Sum | $_____ |
| Modified Contract Sum | $_____ |
| Payment to Date | $_____ |
| Liquidated Damages | $_____ |
| Payment Due Contractor | $_____ |

4. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars ($_____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 6 and the continuing obligations described in Paragraph 8 hereof.

6. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

| Claim No. | Description of Claim | Amount of Claim | Date Claim Submitted |
|---|---|---|---|
| _____ | _____ | $_____ | _____ |
| _____ | _____ | $_____ | _____ |
| _____ | _____ | $_____ | _____ |
| _____ | _____ | $_____ | _____ |

[If further space is required, attach additional sheets showing the required information.]

7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the District.

10. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

LODI UNIFIED SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 65 36

# GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____ _____ ("Work" of Contractor) which Contractor has installed for the Lodi Unified School District ("District") for the following project:

PROJECT: Relocatable Relocation Lodi Middle School

("Project" or "Contract") 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 that may be displaced in connection with such replacement within a period of TWO (2) year(s) from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20___.

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 seven (7) 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. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

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# GENERAL CONDITIONS

## 1. CONTRACT TERMS AND DEFINITIONS

### 1.1 Definitions

**Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:**

**1.1.1 Adverse Weather**: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

**1.1.2 Allowance Expenditure Directive:** Written authorization for expenditure of allowance, if any.

**1.1.3 Approval, Approved, and/or Accepted**: Written authorization, unless stated otherwise.

**1.1.4 Architect (or "Design Professional in General Responsible Charge")**: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13-02 on this Project or the Architect's authorized representative.

**1.1.5 As-Builts**: Reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal. See **Record Drawings**.

**1.1.6 Bidder**: A contractor who intends to provide a proposal to the District to perform the Work of this Contract.

**1.1.7 Change Order**: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

**1.1.8 Claim**: A Dispute that remains unresolved at the conclusion of the all the applicable Dispute Resolution requirements provided herein.

**1.1.9 Construction Change Directive**: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

**1.1.10 Construction Manager**: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

**1.1.11 Construction Schedule**: The progress schedule of construction of the Project as provided by Contractor and approved by District.

**1.1.12 Contract, Contract Documents**: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

**1.1.12.1** Notice to Bidders
**1.1.12.2** Instructions to Bidders
**1.1.12.3** Bid Form and Proposal
**1.1.12.4** Bid Bond
**1.1.12.5** Designated Subcontractors List
**1.1.12.6** Site Visit Certification (if a site visit was required)
**1.1.12.7** Non-Collusion Declaration
**1.1.12.8** Notice of Award
**1.1.12.9** Notice to Proceed
**1.1.12.10** Agreement
**1.1.12.11** Escrow of Bid Documentation
**1.1.12.12** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
**1.1.12.13** Performance Bond
**1.1.12.14** Payment Bond (Contractor's Labor & Material Bond)
**1.1.12.15** General Conditions
**1.1.12.16** Special Conditions (if applicable)
**1.1.12.17** Project Labor Agreement (if applicable)
**1.1.12.18** Hazardous Materials Procedures and Requirements
**1.1.12.19** Workers' Compensation Certification
**1.1.12.20** Prevailing Wage Certification
**1.1.12.21** Disabled Veteran Business Enterprise Participation Certification (if applicable)
**1.1.12.22** Drug-Free Workplace Certification (if applicable)
**1.1.12.23** Tobacco-Free Environment Certification
**1.1.12.24** Hazardous Materials Certification (if applicable)
**1.1.12.25** Lead-Based Materials Certification (if applicable)
**1.1.12.26** Imported Materials Certification (if applicable)
**1.1.12.27** Criminal Background Investigation/Fingerprinting Certification
**1.1.12.28** Buy American Certification (if applicable)
**1.1.12.29** Roofing Project Certification (if applicable)
**1.1.12.30** Registered Subcontractors List
**1.1.12.31** Iran Contracting Act Certification (if applicable)
**1.1.12.32** Post Bid Interview
**1.1.12.33** All Plans, Technical Specifications, and Drawings
**1.1.12.34** Any and all addenda to any of the above documents
**1.1.12.35** Any and all change orders or written modifications to the above documents if approved in writing by the District

**1.1.13 Contract Price**: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

**1.1.14 Contract Time**: The time period stated in the Agreement for the completion of the Work.

**1.1.15 Contractor**: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

**1.1.16 Daily Job Report(s)**: Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

**1.1.17 Day(s)**: Unless otherwise designated, day(s) means calendar day(s).

**1.1.18 Department of Industrial Relations (or "DIR")**: is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.

**1.1.19 Design Professional in General Responsible Charge**: See definition of **Architect** above.

**1.1.20 Dispute**: A separate demand by Contractor for a time extension, or 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 Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

**1.1.21 District**: The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

**1.1.21.1** Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

**1.1.21.2** Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

**1.1.22 Drawings (or "Plans")**: The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

**1.1.23 DSA**: Division of the State Architect.

**1.1.24 Force Account Directive**: A process that may be used when the District and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

**1.1.25 Job Cost Reports**: Any and all reports or records detailing the costs associated with work performed on or related to the Project that Contractor shall maintain for the Project. Specifically, Job Cost Reports shall contain, but are not limited by or to, the following information: a description of the work performed or to be performed on the Project; quantity, if applicable, of work performed (hours, square feet, cubic yards, pounds, etc.) for the Project; Project budget; costs for the Project to date; estimated costs to complete the Project; and expected costs at completion. The Job Cost Reports shall also reflect all Contract cost codes, change orders, elements of non-conforming work, back charges, and additional services.

**1.1.26 Labor Commissioner's Office (or "Labor Commissioner", also known as the Division of Labor Standards Enforcement ("DLSE"))**: Division of the DIR responsible for adjudicating wage claims, investigating discrimination and public works complaints, and enforcing Labor Code statutes and Industrial Welfare Commission orders.

**1.1.27 Municipal Separate Storm Sewer System (or "MS4")**: A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

**1.1.28 Plans**: See **Drawings**.

**1.1.29 Premises**: The real property owned by the District on which the Site is located.

**1.1.30 Product(s)**: New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

**1.1.31 Product Data**: 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.

**1.1.32 Program Manager**: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Project Manager herein shall be read to refer to District.

**1.1.33 Project**: The planned undertaking as provided for in the Contract Documents.

**1.1.34 Project Inspector (or "Inspector")**: The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

**1.1.35 Project Labor Agreement (or "PLA")**: a prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

**1.1.36 Proposed Change Order (or "PCO")**: a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

**1.1.37 Provide**: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

**1.1.38 Qualified SWPPP Practitioners (or "QSP")**: certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

**1.1.39 Record Drawings**: Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project. See also **As-Builts**.

**1.1.40 Request for Information (or "RFI")**: A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

**1.1.41 Request for Substitution for Specified Item**: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

**1.1.42 Safety Orders**: Written and/or verbal orders for construction issued by the California Division of Occupational Safety and Health ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

**1.1.43 Safety Plan**: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

**1.1.44 Samples**: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

**1.1.45 Shop Drawings**: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

**1.1.46 Site**: The Project site as shown on the Drawings.

**1.1.47 Specifications**: That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any,

consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

**1.1.48 State**: The State of California.

**1.1.49 Storm Water Pollution Prevention Plan (or "SWPPP")**: A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

**1.1.50 Subcontractor**: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

**1.1.51 Submittal Schedule**: The schedule of submittals as provided by Contractor and approved by District.

**1.1.52 Surety**: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

**1.1.53 Work**: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

## 1.2 Laws Concerning the Contract

Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

## 1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

## 1.4 No Assignment

Contractor shall not assign this Contract or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor shall not assign or

transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

## 1.5 Notice and Service Thereof

**1.5.1** Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

**1.5.1.1** If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

**1.5.1.2** If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.

**1.5.1.3** If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

**1.5.1.4** If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

**1.5.1.5** Electronic mail may be used for convenience but is not a substitute for the notice and service requirements herein.

## 1.6 No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## 1.7 Substitutions for Specified Items

Unless the Special Conditions contain different provisions, Contractor shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District.

## 1.8 Materials and Work

**1.8.1** Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract, in a good and workmanlike manner, within the Contract Time.

**1.8.2** Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified, workmanship shall be of good quality, and Contractor shall use all diligence to inform itself fully as to the required manufacturer's instructions and to comply therewith.

**1.8.3** Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected from the elements, theft, vandalism, or other loss or damage as required.

**1.8.4** For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on 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 here 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.

**1.8.5** Contractor shall, after award of Contract by District and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon demand from District, present documentary evidence showing that orders have been placed.

**1.8.6** District reserves the right but has no obligation, in response to Contractor's neglect or failure in complying with the above instructions, to place orders for such materials and/or equipment as the District may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or deducted from payment(s) to Contractor.

**1.8.7** Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, 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 the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

**1.8.7.1** If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that 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 a claim based on a stop payment notice to be released or discharged immediately therefrom.

**1.8.7.2** If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

**1.8.8** Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

**1.8.9** Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Should the District, in its discretion, allow the Contractor to store materials and/or equipment for the Work off-site, Contractor will store said materials and/or equipment at a bonded warehouse and with appropriate insurance coverage at no cost to District. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

## 2. [RESERVED]

## 3. ARCHITECT

**3.1** The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

**3.2** Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

**3.3** Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

**3.4** Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

## 4. CONSTRUCTION MANAGER

**4.1** If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

**4.2** The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Contractor; any Subcontractor; the Contractor or Subcontractor's respective agents, employees; or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

**4.3** If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

## 5. INSPECTOR, INSPECTIONS, AND TESTS

### 5.1 Project Inspector

**5.1.1** One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

**5.1.2** No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to suspend work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

**5.1.3** If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA approval, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

## 5.2 Tests and Inspections

**5.2.1** Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

**5.2.2** The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

**5.2.3** The Contractor shall notify the District's representative 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 District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

**5.2.4** 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 representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

**5.2.5** The District will select the testing laboratory and pay for the cost of all tests and inspections. Contractor shall reimburse the District for any and all laboratory costs or other testing costs for any materials found to be not in compliance with the Contract Documents. At the District's discretion, District may elect to deduct laboratory or other testing costs for noncompliant materials from the Contract Price, and such deduction shall not constitute a withholding.

## 5.3 Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

# 6. CONTRACTOR

Contractor shall construct and complete, in a good and workmanlike manner, the Work for the Contract Price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits (excluding DSA), fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work, except as indicated herein.

## 6.1 Status of Contractor

**6.1.1** Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its agents, and employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

**6.1.2** As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, http://www.cslb.ca.gov.

**6.1.3** As required by law, Contractor and all Subcontractors shall be properly registered as public works contractors by the Department of Industrial Relations at: https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm or current URL.

**6.1.4** Contractor represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Work required under this Contractor and that no person having any such interest shall be employed by Contractor.

## 6.2 Project Inspection Card(s)

Contractor shall verify that forms DSA 152 (or the current version applicable at the time the Work is performed) are issued for the Project prior to the commencement of construction.

## 6.3 Contractor's Supervision

**6.3.1** During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

**6.3.2** The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

**6.3.3** Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, Contractor shall notify District in writing before any

change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

**6.3.4** Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

## 6.4 Duty to Provide Fit Workers

**6.4.1** Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

**6.4.2** Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

**6.4.3** The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

**6.4.4** If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District in writing prior to making any contemplated change. The District shall determine in writing if Contractor's intended change is permissible while performing this Contract.

## 6.5 Field Office

**6.5.1** Contractor shall provide a temporary office on the Work Site for the District's use exclusively, during the term of the Contract.

## 6.6 Purchase of Materials and Equipment

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.

## 6.7 Documents on Work

**6.7.1** Contractor shall at all times keep on the Work Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved

Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, Title 24, Part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

**6.7.2** Daily Job Reports.

**6.7.2.1** Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

**6.7.2.1.1** A brief description of all Work performed on that day.
**6.7.2.1.2** A summary of all other pertinent events and/or occurrences on that day.
**6.7.2.1.3** The weather conditions on that day.
**6.7.2.1.4** A list of all Subcontractor(s) working on that day, including DIR registration numbers.
**6.7.2.1.5** A list of each Contractor employee working on that day and the total hours worked for each employee.
**6.7.2.1.6** A complete list of all equipment on Site that day, whether in use or not.
**6.7.2.1.7** A complete list of all materials, supplies, and equipment delivered on that day.
**6.7.2.1.8** A complete list of all inspections and tests performed on that day.

**6.7.2.2** Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District or the Construction Manager.

## 6.8 Preservation of Records

Contractor shall maintain, and District shall have the right to inspect, Contractor's financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor shall make available at its

office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

## 6.9 Integration of Work

**6.9.1** Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

**6.9.2** Contractor shall make its own layout of lines and elevations and shall be responsible for the accuracy of both Contractor's and Subcontractors' work resulting therefrom.

**6.9.3** Contractor and all Subcontractors shall take all field dimensions required in performance of the Work, and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Contractor shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work. In doing so, it is recognized that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is made in good faith to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. Following receipt of written notice from Contractor, the District and/or Architect shall inform Contractor what action, if any, Contractor shall take with regard to such discrepancies.

**6.9.4** All costs caused by noncompliant, defective, or delayed Work shall be borne by Contractor, inclusive of repair work.

**6.9.5** Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

## 6.10 Notifications

**6.10.1** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

**6.10.2** Contractor shall notify the Architect and Project Inspector, in writing, of the completion of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector.

## 6.11 Obtaining of Permits, Licenses and Registrations

Contractor shall secure and pay for all permits (except DSA), licenses, registrations, approvals and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, if any, before the date of the commencement of the Work or before the permits, licenses, registrations, approvals and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, registrations, approvals, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, registrations, approvals and certificates shall be delivered to District before demand is made for final payment.

## 6.12 Royalties and Patents

**6.12.1** Contractor shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date that the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, the Architect, and the Construction Manager harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Contractor shall indemnify and defend the District, Architect and Construction Manager against any loss or damage unless the Contractor promptly informs the District of its information.

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

## 6.13 Work to Comply With Applicable Laws and Regulations

**6.13.1** Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that may result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

**6.13.1.1** National Electrical Safety Code, U. S. Department of Commerce

**6.13.1.2** National Board of Fire Underwriters' Regulations

**6.13.1.3** International Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

**6.13.1.4** Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

**6.13.1.5** Industrial Accident Commission's Safety Orders, State of California

**6.13.1.6** Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

**6.13.1.7** Americans with Disabilities Act

**6.13.1.8** Education Code of the State of California

**6.13.1.9** Government Code of the State of California

**6.13.1.10** Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

**6.13.1.11** Public Contract Code of the State of California

**6.13.1.12** California Art Preservation Act

**6.13.1.13** U. S. Copyright Act

**6.13.1.14** U. S. Visual Artists Rights Act

**6.13.2** Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.).

**6.13.3** If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom and arising from the correction of said Work.

**6.13.4** Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

## 6.14 Safety/Protection of Persons and Property

**6.14.1** The Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

**6.14.2** The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

**6.14.3** Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.

**6.14.4** Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

**6.14.5** The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

**6.14.6** 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 completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

**6.14.7** Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project 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. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, 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.

**6.14.8** Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

**6.14.9** Contractor shall designate a responsible member of its organization on the Project, 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. Name and position of person so designated shall be reported to District by Contractor.

**6.14.10** 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, Contractor shall correct such violation promptly.

**6.14.11** Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

**6.14.12** In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

**6.14.13** All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

**6.14.14** All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

**6.14.15** Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

**6.14.16** The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefore. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

**6.14.17** 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.

**6.14.18** Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

**6.14.19** Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. District may require Contractor to permanently remove non-complying persons from Project Site.

**6.14.20** Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

**6.14.21** In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be

approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

## 6.15 Working Evenings and Weekends

Contractor may be required to work increased hours, evenings, and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any increased or additional Inspector charges as a result of Contractor's increased hours, or evening and/or weekend work.

## 6.16 Cleaning Up

**6.16.1** The Contractor shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

**6.16.2** Contractor at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Contractor shall comply with all related provisions of the Specifications.

**6.16.3** If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

**6.16.4** Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price, or District may withhold those amounts from payment(s) to Contractor.

## 7. SUBCONTRACTORS

**7.1** Contractor shall provide the District with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

**7.2** No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

**7.3** Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications and/or the arrangement of the drawings are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

**7.4** District's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

**7.5** Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

**7.6** No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100 et seq. of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, and section 1771.1 of the Labor Code, either:

**7.6.1** Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

**7.6.2** Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

**7.6.3** Sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

**7.7** The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

**7.7.1** If the Contract is valued at $1 million or more and uses, or plans to use, state bond funds, then Contractor is responsible for ensuring that first tier Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses are prequalified by the District to work on the Project pursuant to Public Contract Code section 20111.6.

**7.7.2** Contractor is responsible for ensuring that all Subcontractors are properly registered as public works contractors by the Department of Industrial Relations.

**7.8** Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

**7.9** Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

## 8. OTHER CONTRACTS/CONTRACTORS

**8.1** District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

**8.2** In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

**8.3** If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, the Contractor shall inspect and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work and not caused by execution of Contractor's Work.

**8.4** To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

**8.5** Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

**8.6** Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

## 9. DRAWINGS AND SPECIFICATIONS

**9.1** A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

**9.2** Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

**9.3** **Trade Name or Trade Term.** It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

**9.4** The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

**9.5** Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict with the Contract Documents, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

**9.6** In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

**9.7** Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

**9.8** As required by Section 4-317(c), Part 1, Title 24, CCR: "Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the DSA-approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

### 9.9 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. 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. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

## 10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

### 10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values

**10.1.1** Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

**10.1.1.1** Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

**10.1.1.2** Preliminary Schedule of Values. A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

**10.1.1.2.1** Divided into at least the following categories:

**10.1.1.2.1.1** Overhead and profit;
**10.1.1.2.1.2** Supervision;
**10.1.1.2.1.3** General conditions;
**10.1.1.2.1.4** Layout;
**10.1.1.2.1.5** Mobilization;
**10.1.1.2.1.6** Submittals;
**10.1.1.2.1.7** Bonds and insurance;
**10.1.1.2.1.8** Close-out/Certification documentation;
**10.1.1.2.1.9** Demolition;
**10.1.1.2.1.10** Installation;
**10.1.1.2.1.11** Rough-in;
**10.1.1.2.1.12** Finishes;
**10.1.1.2.1.13** Testing;
**10.1.1.2.1.14** Punchlist and acceptance.

**10.1.1.2.2** And also divided by each of the following areas:

**10.1.1.2.2.1** Site work;
**10.1.1.2.2.2** By each building;
**10.1.1.2.2.3** By each floor.

**10.1.1.2.3** The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

**10.1.1.2.3.1** Mobilization and layout combined to equal not more than 1%;
**10.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than 3%;
**10.1.1.2.3.3** Bonds and insurance combined to equal not more than 2%.

**10.1.1.2.4** Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

**10.1.1.2.5** Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

**10.1.1.2.6** Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of

the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

**10.1.1.2.7** Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

**10.1.1.3 Preliminary Schedule of Submittals.** A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than 90 days after the Notice to Proceed.

**10.1.1.4 Safety Plan.** Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

**10.1.1.4.1** All applicable requirements of California Division of Occupational Safety and Health ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

**10.1.1.4.2** All provisions regarding Project safety, including all applicable provisions in these General Conditions.

**10.1.1.4.3** Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

**10.1.1.5 Complete Registered Subcontractors List.** The name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

**10.1.2** Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

**10.1.3** The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

**10.1.4** The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

**10.1.5** All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

## 10.2 Monthly Progress Schedule(s)

**10.2.1** Contractor shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

**10.2.2** Contractor shall submit Monthly Progress Schedule(s) with all payment applications.

**10.2.3** Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

**10.2.4** The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

**10.2.5** The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

**10.2.6** All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

## 10.3 Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work 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 ensure proper labeling on substances brought onto the job site and 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. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

# 11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

## 11.1 Site Investigation

Before bidding on this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

Prior to commencing the Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in

digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey. This electronic record shall serve as a basis for determining any damages caused by the Contractor during the Project. The Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.

## 11.2 Soils Investigation Report

**11.2.1** When a soils investigation report obtained from test holes at Site or for the Project is available, that report may be available to the Contractor but shall not be a part of this Contract and shall not alleviate or excuse the Contractor's obligation to perform its own investigation. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of soil.

**11.2.2** Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

## 11.3 Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

## 11.4 Layout and Field Engineering

**11.4.1** All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

**11.4.2** The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. Contractor shall follow best practices, including but not limited to potholing to avoid utilities. District shall not be liable for any claim for allowances because of Contractor's error, failure to follow best practices, or negligence in acquainting itself with the conditions at the Site.

**11.4.3** Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

## 11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

## 11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

## 11.7 Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

## 11.8 Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that 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. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract Time.

## 11.9 Existing Utility Lines

**11.9.1** Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

**11.9.2** Locations of existing utilities provided by District shall not be considered exact, but approximate within a reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

**11.9.3** No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines or whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

**11.9.4** If Contractor, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

### 11.10 Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

### 11.11 Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

### 11.12 No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

## 12. TRENCHES

### 12.1 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, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan, stamped by a licensed engineer retained by the Contractor, showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

### 12.2 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.

## 12.3 No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

## 12.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

## 12.5 Discovery of Hazardous Waste and/or Unusual Conditions

**12.5.1** Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

**12.5.1.1** Material that the Contractor believes may be 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 provisions of existing law.

**12.5.1.2** Subsurface or latent physical conditions at the Site differing from those indicated.

**12.5.1.3** 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.

**12.5.2** The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or 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 under the procedures described herein.

**12.5.3** In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or 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 that pertain to the resolution of disputes and protests.

## 13. INSURANCE AND BONDS

### 13.1 Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be in the amounts and include the provisions set forth herein.

#### 13.1.1 Commercial General Liability and Automobile Liability Insurance

**13.1.1.1** Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and Any Auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

**13.1.1.2** Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed $25,000 unless approved in writing by District.

**13.1.1.3** All such policies shall be written on an occurrence form.

#### 13.1.2 Excess Liability Insurance

**13.1.2.1** Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required.

**13.1.2.2** There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

**13.1.2.3** The District, in its sole discretion, may accept the Excess Liability Insurance Policy that bring Contractor's primary limits to the minimum requirements herein.

**13.1.3 Subcontractor(s):** Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

### 13.1.4 Workers' Compensation and Employers' Liability Insurance

**13.1.4.1** In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

**13.1.4.2** Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

### 13.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged 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, including completed Work and Work in progress, to the full insurable value thereof.

### 13.1.6 Pollution Liability Insurance

**13.1.6.1** Contractor shall procure and maintain Pollution Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO)

Form CG 2415, or Contractor shall procure and maintain these coverages separately.

**13.1.6.2** Contractor shall warrant that any retroactive date applicable to coverage under the policy predates the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

**13.1.6.3** If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

**13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates**

**13.1.7.1** Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

**13.1.7.2** Endorsements, certificates, and insurance policies shall include the following:

**13.1.7.2.1** A clause stating:

"This policy shall not be canceled and the coverage amounts shall not be reduced until written notice to District, Architect, and Construction Manager stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

**13.1.7.2.2** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

**13.1.7.2.3** All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

**13.1.7.3** No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor's broker has provided written notice to District, Architect, and Construction Manager stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

**13.1.7.4** Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the Contractor and all Subcontractors for all claims made.

**13.1.7.5** Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

**13.1.7.6** All endorsements shall waive any right to subrogation against any of the named additional insureds.

**13.1.7.7** Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

**13.1.7.8** The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

**13.1.7.9** Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Agreement.

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### 13.1.8 Insurance Policy Limits

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

| | | |
|---|---|---|
| **Commercial General Liability** | Product Liability and Completed Operations, Fire Damage Liability – Split Limit | **$2,000,000 per occurrence; $4,000,000 aggregate** |
| **Automobile Liability – Any Auto** | Combined Single Limit | $1,000,000 |
| **Workers' Compensation** | | Statutory limits pursuant to State law |
| **Employers' Liability** | | $1,000,000 |
| **Builder's Risk (Course of Construction)** | | Issued for the value and scope of Work indicated herein. |
| **Pollution Liability** | | $1,000,000 per claim; $2,000,000 aggregate |

## 13.2 Contract Security - Bonds

**13.2.1** Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

**13.2.1.1** Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

**13.2.1.2** Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

**13.2.2** Cost of bonds shall be included in the Bid and Contract Price.

**13.2.3** All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

## 14. WARRANTY/GUARANTEE/INDEMNITY

### 14.1 Warranty/Guarantee

**14.1.1** The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

**14.1.2** In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

**14.1.2.1** The acceptance by the District, or its agent, of the Work, subject to these General Conditions, or

**14.1.2.2** The date that commissioning for the Project, if any, was completed.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

**14.1.3** If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

**14.1.4** The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

**14.1.5** Nothing herein shall limit any other rights or remedies available to District.

### 14.2 Indemnity and Defense

**14.2.1** To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect, and the Construction Manager, their consultants and separate contractors, and their respective board

members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations.

**14.2.2** Contractor shall also defend, at its own expense, Indemnitees against all suits, claims, allegations, damages, losses, and expenses, including but not limited to attorneys' fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability, and/or to any extent that would render these provisions void or unenforceable. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. This obligation of defense is inclusive of fees and costs. If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any party or person described herein. This defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the California Department of Industrial Relations. The Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein.

**14.2.3** Without limitation of the provisions herein, if the Contractor's agreement to indemnify and hold harmless the Indemnitees or its agreement to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to

indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

**14.2.4** Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

**14.2.5** In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**14.2.6** The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District, Architect and Construction Manager have received written agreement from the Contractor that they will unconditionally defend the District, Architect and Construction Manager, their officers, agents and employees, and pay any damages due by reason of settlement or judgment.

**14.2.7** The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

## 15. TIME

### 15.1 Notice to Proceed

**15.1.1** District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

**15.1.2** In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. 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 issuance of the Notice to Proceed.

**15.1.3** If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within ten (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. Should Contractor terminate the Contract as a

result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

## 15.2 Computation of Time / Adverse Weather

**15.2.1** The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

**15.2.1.1** The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

**15.2.1.2** Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

**15.2.1.3** The Contractor's crew is dismissed as a result of the Adverse Weather;

**15.2.1.4** Said delay adversely affects the critical path in the Construction Schedule; and

**15.2.1.5** Exceeds twelve (12) days of delay per year.

**15.2.2** If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

**15.2.3** The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

**15.2.4** The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

## 15.3 Hours of Work

### 15.3.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

### 15.3.2 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.

### 15.3.3 No Work during State Testing

Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

## 15.4 Progress and Completion

### 15.4.1 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.

### 15.4.2 No Commencement Without Insurance or Bonds

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

## 15.5 Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

## 15.6 Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

# 16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

## 16.1 Liquidated Damages

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

## 16.2 Excusable Delay

**16.2.1** Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) 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 if Contractor has timely submitted the Construction Schedule as required herein.

**16.2.2** Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District 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.

**16.2.3** 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. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

**16.2.3.1** The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

**16.2.3.2** Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Schedule Analysis"). Such Schedule Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule. (A portion of any delay of seven (7) days or more must be provided.)

**16.2.3.3** A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay.

## 16.3 No Additional Compensation for Delays Within Contractor's Control

**16.3.1** Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation.

Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

**16.3.2** Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

**16.3.2.1** The District is responsible for the delay;

**16.3.2.2** The delay is unreasonable under the circumstances involved;

**16.3.2.3** The delay was not within the contemplation of the District and Contractor; and

**16.3.2.4** Contractor timely complies with the claims procedure of the Contract Documents.

### 16.4 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.

## 17. CHANGES IN THE WORK

### 17.1 No Changes Without Authorization

**17.1.1** There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District 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 has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. 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 and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. 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.

**17.1.2** Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

**17.1.3** Should any Change Order result in an increase in the Contract Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District in advance of the Work by Contractor, and shall be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work. Under no circumstances shall Contractor be entitled to any claim of additional compensation or time not expressly requested by Contractor in a Proposed Change Order or approved by District in an executed Change Order.

**17.1.4** Contractor understands, acknowledges, and agrees that the reason for District authorization 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 a change in Work becomes unnecessary.

## 17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

## 17.3 Change Orders

**17.3.1** A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

**17.3.1.1** A description of a change in the Work;

**17.3.1.2** The amount of the adjustment in the Contract Price, if any; and

**17.3.1.3** The extent of the adjustment in the Contract Time, if any.

## 17.4 Construction Change Directives

**17.4.1** A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Contract Price or Time, if any, is subject to the provisions of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment in the Contract Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

**17.4.2** The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

## 17.5 Force Account Directives

**17.5.1** When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

**17.5.2** The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

**17.5.3** All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

**17.5.4** The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive, and Contractor shall not be entitled to separately recover additional amounts for overhead and/or profit.

**17.5.5** The Contractor shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

**17.5.6** The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

**17.5.7** In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account

Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

## 17.6 Price Request

### 17.6.1 Definition of Price Request

A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

### 17.6.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

## 17.7 Proposed Change Order

### 17.7.1 Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

### 17.7.2 Changes in Contract Price

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

### 17.7.3 Changes in Time

A PCO shall also include any changes in 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 Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

### 17.7.4 Unknown and/or Unforeseen Conditions

If there is an Allowance, then Contractor must submit a Request for Allowance Expenditure Directive, including supporting documentation as described below, to receive authorization for the release of funds from the Allowance. If cost of the unforeseen condition(s) exceed the Allowance, Contractor must submit a PCO requesting an increase in Contract Price and/or Contract Time that is based at least

partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

### 17.7.5 Proposed Change Order Certification

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

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## 17.8 Format for Proposed Change Order

**17.8.1** The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

| | **WORK PERFORMED OTHER THAN BY CONTRACTOR** | **ADD** | **DEDUCT** |
|---|---|---|---|
| (a) | **Material** (attach suppliers' invoice or itemized quantity and unit cost plus sales tax) | | |
| (b) | **Add Labor** (attach itemized hours and rates, fully encumbered) | | |
| (c) | **Add Equipment** (attach suppliers' invoice) | | |
| (d) | **Subtotal** | | |
| (e) | **Add overhead and profit for any and all tiers of Subcontractor**, the total not to exceed ten percent (10%) of Item (d) | | |
| (f) | **Subtotal** | | |
| (g) | **Add Overhead and Profit for Contractor**, not to exceed five percent (5%) of Item (f) | | |
| (h) | **Subtotal** | | |
| (i) | **Add Bond and Insurance**, not to exceed one and a half percent (1.5%) of Item (h) | | |
| (j) | **TOTAL** | | |
| | | | |
| (k) | **Time** (zero unless indicated; "TBD" not permitted) | **____ Calendar Days** | |

| | **WORK PERFORMED BY CONTRACTOR** | **ADD** | **DEDUCT** |
|---|---|---|---|
| (a) | **Material** (attach itemized quantity and unit cost plus sales tax) | | |
| (b) | **Add Labor** (attach itemized hours and rates, fully encumbered) | | |
| (c) | **Add Equipment** (attach suppliers' invoice) | | |
| (d) | **Subtotal** | | |
| (e) | **Add Overhead and Profit for Contractor**, not to exceed fifteen percent (15%) of Item (d) | | |
| (f) | **Subtotal** | | |
| (g) | **Add Bond and Insurance**, not to exceed one and a half percent (1.5%) of Item (f) | | |
| (h) | **TOTAL** | | |
| | | | |
| (i) | **Time** (zero unless indicated; "TBD" not permitted) | **____ Calendar Days** | |

**17.8.2 Labor**. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of

the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent.

**17.8.3 Materials**. Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

**17.8.4 Equipment**. As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of $500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance,

labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

**17.8.5 Overhead and Profit**. The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, and general field and home office expenses.

## 17.9 Change Order Certification

**17.9.1** All Change Orders and PCOs must include the following certification by the Contractor:

**17.9.1.1** The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false 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. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

**17.9.1.2** It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

## 17.10 Determination of Change Order Cost

**17.10.1** The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

**17.10.1.1** District acceptance of a PCO;

**17.10.1.2** By unit prices contained in Contractor's original bid;

**17.10.1.3** By agreement between District and Contractor.

## 17.11 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit

and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

### 17.12 Addition or Deletion of Alternate Bid Item(s)

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

### 17.13 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 omission in the Work as provided herein.

### 17.14 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, 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. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

### 17.15 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim 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 Change Order.

### 17.16 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

### 17.17 Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

### 17.18 Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

## 18. REQUEST FOR INFORMATION

**18.1** Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

**18.2** The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

## 19. PAYMENTS

### 19.1 Contract Price

The 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.

### 19.2 Applications for Progress Payments

#### 19.2.1 Procedure for Applications for Progress Payments

##### 19.2.1.1 Application for Progress Payment

**19.2.1.1.1** Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the

Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

**19.2.1.1.1.1** The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

**19.2.1.1.1.2** The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

**19.2.1.1.1.3** The balance that will be due to each of such entities after said payment is made;

**19.2.1.1.1.4** A certification that the As-Built Drawings and annotated Specifications are current;

**19.2.1.1.1.5** Itemized breakdown of work done for the purpose of requesting partial payment;

**19.2.1.1.1.6** An updated and acceptable construction schedule in conformance with the provisions herein;

**19.2.1.1.1.7** The additions to and subtractions from the Contract Price and Contract Time;

**19.2.1.1.1.8** A total of the retentions held;

**19.2.1.1.1.9** Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

**19.2.1.1.1.10** The percentage of completion of the Contractor's Work by line item;

**19.2.1.1.1.11** Schedule of Values updated from the preceding Application for Payment;

**19.2.1.1.1.12** A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

**19.2.1.1.1.13** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

**19.2.1.1.1.14** A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false 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.

**19.2.1.1.1.15** The Contractor shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

**19.2.1.1.1.16** All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

**19.2.1.1.1.16.1** Contractor and/or its Subcontractor(s) provide electronic CPRs weekly for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the DIR, or within ten (10) days of any request by the District or the DIR, and

**19.2.1.1.1.16.2** Any delay in Contractor and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor's payment.

**19.2.1.1.2** Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

**19.2.2 <u>Prerequisites for Progress Payments</u>**

**19.2.2.1 <u>First Payment Request</u>:** The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

**19.2.2.1.1** Installation of the Project sign;

**19.2.2.1.2** Installation of field office;

**19.2.2.1.3** Installation of temporary facilities and fencing;

**19.2.2.1.4** Schedule of Values;

**19.2.2.1.5** Contractor's Construction Schedule;

**19.2.2.1.6** Schedule of unit prices, if applicable;

**19.2.2.1.7** Submittal Schedule;

**19.2.2.1.8** Receipt by Architect of all submittals due as of the date of the payment application;

**19.2.2.1.9** Copies of necessary permits;

**19.2.2.1.10** Copies of authorizations and licenses from governing authorities;

**19.2.2.1.11** Initial progress report;

**19.2.2.1.12** Surveyor qualifications;

**19.2.2.1.13** Written acceptance of District's survey of rough grading, if applicable;

**19.2.2.1.14** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

**19.2.2.1.15** All bonds and insurance endorsements; and

**19.2.2.1.16** Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

**19.2.2.2 Second Payment Request:** The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

**19.2.2.3 No Waiver of Criteria:** Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

## 19.3 Progress Payments

### 19.3.1 District's Approval of Application for Payment

**19.3.1.1** Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

**19.3.1.1.1** Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

**19.3.1.1.2** Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

**19.3.1.1.3** An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

**19.3.1.2** The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

**19.3.1.2.1** Observation of the Work for general conformance with the Contract Documents,

**19.3.1.2.2** Results of subsequent tests and inspections,

**19.3.1.2.3** Minor deviations from the Contract Documents correctable prior to completion, and

**19.3.1.2.4** Specific qualifications expressed by the Architect.

**19.3.1.3** District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

### 19.3.2 Payments to Contractor

**19.3.2.1** Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

**19.3.2.2** 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.

**19.3.2.3** If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

### 19.3.3 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. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

## 19.4 Decisions to Withhold Payment

### 19.4.1 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 herein 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 any of the following:

**19.4.1.1** Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor.

**19.4.1.2** Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor agrees that the District may withhold up to 125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

**19.4.1.3** Liquidated damages assessed against the Contractor.

**19.4.1.4** The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

**19.4.1.5** Damage to the District or other contractor(s).

**19.4.1.6** Unsatisfactory prosecution of the Work by the Contractor.

**19.4.1.7** Failure to store and properly secure materials.

**19.4.1.8** Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

**19.4.1.9** Failure of the Contractor to maintain As-Built Drawings.

**19.4.1.10** Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment.

**19.4.1.11** Unauthorized deviations from the Contract Documents.

**19.4.1.12** Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

**19.4.1.13** Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

**19.4.1.14** Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

**19.4.1.15** Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

**19.4.1.16** Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

**19.4.1.17** Failure to properly maintain or clean up the Site.

**19.4.1.18** Failure to timely indemnify, defend, or hold harmless the District.

**19.4.1.19** Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

**19.4.1.20** Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

**19.4.1.21** Failure to pay any royalty, license or similar fees.

**19.4.1.22** Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

**19.4.1.23** Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

### 19.4.2 Reallocation of Withheld Amounts

**19.4.2.1** District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

**19.4.2.2** 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 **FORTY-EIGHT (48)** hours' 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 that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

### 19.4.3 Payment After Cure

When Contractor removes the grounds for declining approval, 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.

## 19.5 Subcontractor Payments

### 19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, 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 its Sub-subcontractors in a similar manner.

### 19.5.2 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.

### 19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and/or 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, or a material or equipment supplier, any obligation from the District to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the District.

## 20. COMPLETION OF THE WORK

### 20.1 Completion

**20.1.1** District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

**20.1.2** The Work may only be accepted as complete by action of the governing board of the District.

**20.1.3** District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

**20.1.4** At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

### 20.2 Close-Out/Certification Procedures

#### 20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

#### 20.2.2 Close-Out/Certification Requirements

##### 20.2.2.1 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.

##### 20.2.2.2 Record Drawings and Record Specifications

**20.2.2.2.1** Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

**20.2.2.2.2** Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device acceptable to District with AutoCAD file to the District.

**20.2.2.2.3** Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

**20.2.2.3 Maintenance Manuals:** Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

**20.2.2.4 Source Programming:** Contractor shall provide all source programming for all items in the Project.

**20.2.2.5 Verified Reports:** Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

## 20.3 Final Inspection

**20.3.1** Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and 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 without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

**20.3.2** Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

### 20.3.3 Final Inspection Requirements

**20.3.3.1** Before calling for final inspection, Contractor shall determine that the following have been performed:

**20.3.3.1.1** The Work has been completed.

**20.3.3.1.2** All life safety items are completed and in working order.

**20.3.3.1.3** Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

**20.3.3.1.4** Electrical circuits scheduled in panels and disconnect switches labeled.

**20.3.3.1.5** Painting and special finishes complete.

**20.3.3.1.6** Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

**20.3.3.1.7** Tops and bottoms of doors sealed.

**20.3.3.1.8** Floors waxed and polished as specified.

**20.3.3.1.9** Broken glass replaced and glass cleaned.

**20.3.3.1.10** Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

**20.3.3.1.11** Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.

**20.3.3.1.12** Finished and decorative work shall have marks, dirt, and superfluous labels removed.

**20.3.3.1.13** Final cleanup, as provided herein.

## 20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

## 20.5 Partial Occupancy or Use Prior to Completion

### 20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible 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 unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any

dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

### 20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to 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.

### 20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

## 21. FINAL PAYMENT AND RETENTION

### 21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the 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 by the Governing Board of the District (that, 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 final payment from the District, pay the amount due Subcontractors.

### 21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

**21.2.1** A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

**21.2.2** A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

**21.2.3** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

**21.2.4** A duly completed and executed Document 00 65 19.26, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

**21.2.5** The Contractor shall have made all corrections to the Work that 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.

**21.2.6** Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

**21.2.7** Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

**21.2.8** Architect shall have issued its written approval that final payment can be made.

**21.2.9** The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

**21.2.10** The Contractor shall have completed final clean-up as provided herein.

## 21.3 Retention

**21.3.1** The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

**21.3.1.1** After approval by the Architect of the Application and Certificate of Payment,

**21.3.1.2** After the satisfaction of the conditions set forth herein, and

**21.3.1.3** After forty-five (45) days after the recording of the Notice of Completion by District.

**21.3.2** No interest shall be paid on any retention, 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 pursuant to Public Contract Code section 22300.

## 21.4 Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

# 22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

## 23. NONCONFORMING WORK AND CORRECTION OF WORK

### 23.1 Nonconforming Work

**23.1.1** Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

**23.1.2** If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

### 23.2 Correction of Work

#### 23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector 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 additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

#### 23.2.2 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 hereunder, 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. 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 hereunder 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.

### 23.3 District's Right to Perform Work

**23.3.1** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may, without prejudice to any other remedy it may

have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**23.3.2** If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

**23.3.2.1** That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

**23.3.2.2** That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

**23.3.2.3** That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

## 24. TERMINATION AND SUSPENSION

### 24.1 District's Right to Terminate Contractor for Cause

**24.1.1 Grounds for Termination:** The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

**24.1.1.1** Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

**24.1.1.2** Contractor fails to complete said Work within the time specified or any extension thereof, or

**24.1.1.3** Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

**24.1.1.4** Contractor persistently or repeatedly refuses fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

**24.1.1.5** Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

**24.1.1.6** Contractor persistently disregards laws, or ordinances, or instructions of District; or

**24.1.1.7** Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

**24.1.1.8** Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

### 24.1.2 Notification of Termination

**24.1.2.1** Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon Termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

**24.1.2.2** Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

**24.1.2.2.1** Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

**24.1.2.2.2** Commences performance of this Contract within three (3) days from date of serving of its notice to District.

**24.1.2.3** Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

**24.1.2.4** If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

### 24.1.3 Effect of Termination

**24.1.3.1** Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the performance bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

**24.1.3.2** In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

**24.1.3.3** In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

**24.1.3.4** If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

**24.1.3.5** The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

**24.1.3.6** The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

### 24.1.4 Emergency Termination of Public Contracts Act of 1949

**24.1.4.1** This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

**24.1.4.1.1** Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

**24.1.4.1.2** Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

**24.1.4.2** Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

### 24.2 Termination of Contractor for Convenience

**24.2.1** District in its sole discretion may terminate the Contract upon three (3) days' written notice to the Contractor. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, the Contractor shall have no claims against the District except:

**24.2.1.1** The actual cost for labor, materials, and services performed that is unpaid and adequately documented through timesheets, invoices, receipts, or otherwise, and

**24.2.1.2** Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

## 24.3 Suspension of Work

**24.3.1** District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

**24.3.1.1** An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

**24.3.1.1.1** That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

**24.3.1.1.2** That an equitable adjustment is made or denied under another provision of the Contract; or

**24.3.1.1.3** That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

**24.3.1.2** Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

# 25. CLAIMS PROCESS

## 25.1 Performance during Claim Process

Contractor and its subcontractors shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

## 25.2 Definition of Claim

**25.2.1** Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

**25.2.1.1** A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

**25.2.1.2** 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 of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

**25.2.1.3** An amount of payment disputed by the District.

## 25.3 Claims Presentation

**25.3.1** If Contractor intends to apply for an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim in writing, including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time, including a Schedule Analysis and any and all other documentation substantiating Contractor's claimed damages. Otherwise, Contractor shall have waived and relinquished its dispute against the District and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated. Likewise, failure to timely submit a claim and the requisite supporting documentation shall constitute a waiver of such claim.

**25.3.2** The Claim shall identify:

**25.3.2.1** The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

**25.3.2.2** The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

**25.3.2.3** The line-item costs for labor, material, and/or equipment, if applicable; or

**25.3.2.4** A request by Contractor, if any, to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration.

**25.3.3** The Claim shall include the following certification by the Contractor:

**25.3.3.1** The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

**25.3.3.2** Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

## 25.4 Claim Resolution pursuant to Public Contract Code section 9204

### 25.4.1 STEP 1:

**25.4.1.1** Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, 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** to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have **up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension**, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

**25.4.1.1.1** 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. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

**25.4.1.2** 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. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

**25.4.1.3** If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this 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 section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

### 25.4.2 STEP 2:

**25.4.2.1** If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, 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 schedule a meet and confer conference within 30 days for settlement of the dispute. 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.

**25.4.2.1.1.1** 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. Amounts not paid in a timely manner as required by this section, section 25.4, shall bear interest at seven percent (7%) per annum.

**25.4.3 STEP 3:**

**25.4.3.1** Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and 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 outside this section.

**25.4.3.1.1** For purposes of this section, 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.

**25.4.3.2** Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

**25.4.4 STEP 4:**

**25.4.4.1** If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

**25.5 <u>Subcontractor Pass-Through Claims</u>**

**25.5.1** 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 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.

**25.5.2** Within 45 days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

**25.5.3** The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

## 25.6 Government Code Claim Act Claim

**25.6.1** If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements, including those pursuant to Public Contract Code section 9204, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time Contractor submits its written Claim until the time the Claim is denied, including any time utilized by any applicable meet and confer process.

## 25.7 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

**25.7.1** In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

**25.7.1.1** Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

**25.7.1.2** For claims of less than fifty thousand dollars ($50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

**25.7.1.2.1** If additional information is required, it shall be requested and provided by mutual agreement of the parties.

**25.7.1.2.2** District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

**25.7.1.3** For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

**25.7.1.3.1** If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

**25.7.1.3.2** The District's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

**25.7.1.4** If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

**25.7.1.5** Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

**25.7.1.6** For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

**25.7.1.7** If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

**25.7.1.8** The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

**25.7.2** Contractor shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

## 25.8 Claim Resolution Non-Applicability

**25.8.1** The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

**25.8.1.1** Personal injury, wrongful death or property damage claims;

**25.8.1.2** Latent defect or breach of warranty or guarantee to repair;

**25.8.1.3** Stop payment notices;

**25.8.1.4** District's rights set forth in the Article on Suspension and Termination;

**25.8.1.5** Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

**25.8.1.6** District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

## 25.9 Attorney's Fees

**25.9.1** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

# 26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

## 26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

## 26.2 Wage Rates, Travel, and Subsistence

**26.2.1** Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, 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 work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

**26.2.2** Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file

with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

**26.2.3** Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

**26.2.4** If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

**26.2.5** Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

**26.2.6** Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

**26.2.7** Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

**26.2.8** Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

## 26.3 Hours of Work

**26.3.1** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon

any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

**26.3.2** Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

**26.3.3** Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars ($25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

**26.3.4** Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

## 26.4 Payroll Records

**26.4.1** Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10 days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, 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 the Contractor and/or each Subcontractor in connection with the Work.

**26.4.1.1** The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

**26.4.1.1.1** Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

**26.4.1.1.2** Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the DIR in a timely manner may directly delay Contractor's payment.

**26.4.2** All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

**26.4.2.1** A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

**26.4.2.2** CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

**26.4.2.3** CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

**26.4.3** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

**26.4.4** Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

**26.4.5** In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

**26.4.6 [RESERVED]**

**26.5 [RESERVED]**

**26.6 Apprentices**

**26.6.1** Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

**26.6.2** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

**26.6.3** Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

**26.6.4** Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

**26.6.5** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

**26.6.6** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

**26.6.7** If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

**26.6.7.1** Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

**26.6.7.2** Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

**26.6.8** Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

**26.6.9** Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

## 26.7 Non-Discrimination

**26.7.1** Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed,

national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

**26.7.2** Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

### 26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

## 27. [RESERVED]

## 28. MISCELLANEOUS

### 28.1 Assignment of Antitrust Actions

**28.1.1** Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commending with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

**28.1.2** Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

**28.1.3** Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter,

the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

**28.1.4** Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**28.1.5** Under this Article, "public purchasing body" is District and "bidder" is Contractor.

## 28.2 Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

## 28.3 Taxes

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

## 28.4 Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

## 28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

DOCUMENT 00 73 13

# SPECIAL CONDITIONS

**THIS DOCUMENT MUST BE ADAPTED FOR EACH PROJECT – Delete any provision that is not applicable or if no change from the provision in the General Conditions.**

*** THIS LIST OF SPECIAL CONDITION PROVISIONS IS FOR REFERENCE ONLY. REMOVE THIS PAGE BEFORE USING THIS DOCUMENT. ***

1. Mitigation Measures
2. Modernization Projects
3. Badge Policy for Contractors
4. Substitution for Specified Items
5. Weather Days
6. Owner-Controlled or Wrap-Up Insurance Program
7. Insurance Policy Limits
8. Permits, Certificates, Licenses, Fees, Approval
9. Project Labor Agreement/Payroll Records
10. As-Builts and Record Drawings
11. Fingerprinting
12. Disabled Veteran Business Enterprises
13. Construction Manager
14. Program Manager
15. Federal Funds
16. Preliminary Schedule of Values

DOCUMENT 00 73 13

# SPECIAL CONDITIONS

## 1. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 *et seq*.)

## 2. Modernization Projects

**2.1 Access**. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

**2.2 Keys.** Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

**2.3 Maintaining Services.** The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

**2.4 Maintaining Utilities**. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

**2.5 Confidentiality**. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

**2.6 Work during Instructional Time**. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any

disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

**2.7** **No Work during Student Testing**. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

## 3. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

**3.1** Badges must be filled out in full and contain the following information:

**3.1.1** Name of Contractor

**3.1.2** Name of Employee

**3.1.3** Contractor's address and phone number

**3.2** Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

**3.3** Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

## 4. Substitution for Specified Items

**4.1** Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

**4.1.1** If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

**4.1.2** This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

**4.2** A request for a substitution shall be submitted as follows:

**4.2.1** Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

**4.2.2** Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

**4.3** Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

**4.3.1** All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

**4.3.2** Available maintenance, repair or replacement services;

**4.3.3** Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

**4.3.4** Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

**4.3.5** The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

**4.4** No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

**4.4.1** The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

**4.4.2** The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

**4.4.3** The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

**4.4.4** The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

**4.4.5** The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net

difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

**4.5** In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

**4.6** In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

**4.7** Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

## 5. Weather Days

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

| | | | |
|---|---|---|---|
| January | | July | |
| February | | August | |
| March | | September | |
| April | | October | |
| May | | November | |
| June | | December | |

## ~~6. Owner-Controlled or Wrap-Up Insurance Program~~

~~Contractor and all Subcontractors under the Contractor shall participate in and comply with the owner-controlled or wrap-up insurance program ("OCIP"). In addition, Contractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies with an A.M. Best rating of no less than _____, except for those coverages provided by the OCIP as described in the OCIP Manual:~~

| | | |
|---|---|---|
| **~~[Commercial General Liability]~~** | ~~Personal Injury Liability, Broad Form Property Damage including completed operations, and Explosion, Collapse and Underground Hazards~~ | **~~[E.G. $5,000,000]~~** |
| **~~[Automobile Liability – Any Auto]~~** | ~~Bodily Injury and Property Damage~~ | **~~[E.G. $5,000,000]~~** |
| **~~[Workers Compensation]~~** | | ~~Statutory limits pursuant to State law~~ |
| **~~[Employers' Liability]~~** | | **~~[E.G. $1,000,000]~~** |

## 7. Insurance Policy Limits

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than _____. The limits of insurance shall not be less than:

| | | |
|---|---|---|
| **Commercial General Liability** | Product Liability and Completed Operations, Fire Damage Liability – Split Limit | **[E.G.** Low Risk: $1,000,000 per occurrence; $2,000,000 aggregate |
| | | Intermediate Risk: $2,000,000 per occurrence; $4,000,000 aggregate |
| | | High Risk: $5,000,000 per occurrence; $10,000,000 aggregate**]** |
| **Automobile Liability – Any Auto** | Combined Single Limit | **[E.G.** Personal vehicles: $500,000 Commercial vehicles: $1,000,000 |
| | | Personal vehicles: $100,000 per person/ $300,000 per accident**]** |
| **Workers' Compensation** | | Statutory limits pursuant to State law |
| **Employers' Liability** | | **[E.G. $0]** |
| **Builder's Risk (Course of Construction)** | | Issued for the value and scope of Work indicated herein. |
| **Pollution Liability** | | **[E.G. $0]** |

## 8. Permits, Certificates, Licenses, Fees, Approvals

**8.1** Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

**8.1.1** _____

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such

items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

## 8.2 General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities

**8.2.1** Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities (storm water requirements), without limitation:

**8.2.1.1** Municipal Separate Storm Sewer System (MS4) is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

**8.2.1.2** Storm Water Pollution Prevention Plan ("SWPPP") contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:

**8.2.1.2.1** Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) for transportation activities.

**8.2.1.2.2** Construction sites where:

**8.2.1.2.2.1** One (1) or more acres of soil will be disturbed, or

**8.2.1.2.2.2** The project is part of a larger common plan of development that disturbs more than one (1) acre of soil.

**8.2.2** Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

**8.2.3** At no additional cost to the District, Contractor shall provide a Qualified Storm Water Practitioner who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

**8.2.3.1** At least forty eight (48) hours prior to a forecasted rain event, implementing the Rain Event Action Plan (REAP) for any rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site; and

**8.2.3.2** Monitoring any Numeric Action Levels (NALs), if applicable.

## 9. Project Labor Agreement/Payroll Records

The District has entered into a Project Labor Agreement ("PLA"), which covers this Project. Accordingly, the following provision is added as Section 26.4.6:

**26.4.6** As Contractor and its subcontractors have agreed to be bound by the terms of the PLA entered into by the District [on or about / dated ] _____, Contractor and its subcontractors may be excused from uploading CPRs electronically

using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html , or by using a more current application and URL. However, within ten (10) days of any request by the District or Labor Commissioner, Contractor and its subcontractors shall provide CPRs showing the name, address, social security number, work classification, 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 the Contractor and/or each subcontractor in connection with the Work.

## 10. As-Builts and Record Drawings

**10.1** When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format AUTOCad, plus one set of As-Built Drawings on vellum or mylar.

**10.2** Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format AUTOCad, plus one set of Record Drawings on vellum or mylar.

## 11. Fingerprinting

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

## 12. Disabled Veteran Business Enterprises

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding and the Contractor must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.

## 13. Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract. _____ is the Construction Manager for this Project.

## 14. Program Manager

_____ is the Program Manager designated for the Project that is the subject of this Contract.

## ~~15. Federal Funds~~

~~As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.~~

~~The following provisions are added as Section 27 of the General Conditions:~~

## ~~27. FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS~~

### ~~27.1 Minimum Wages~~

~~The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.~~

~~**27.1.1** All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) , the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.~~

~~Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section, including but not limited to paragraph 27.1.7; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section, including but not limited to paragraph 27.1.6 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.~~

**27.1.2** Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:

**27.1.2.1** The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

**27.1.2.2** The classification is utilized in the area by the construction industry; and

**27.1.2.3** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**27.1.3** If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the District agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

**27.1.4** In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

**27.1.5** The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

**27.1.6** Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**27.1.7** If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.

**27.2** **Withholding.** District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon

prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**27.3 Payrolls and basic records.**

**27.3.1** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**27.3.2** The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the District. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/whd/programs/dbra/wh347.htm or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide

addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency

**27.3.3** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

**27.3.3.1** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,

**27.3.3.2** That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

**27.3.3.3** That such information is correct and complete;

**27.3.3.4** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

**27.3.3.5** That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

**27.3.3.6** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.

**27.3.3.7** The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 27.3.3 of this section.

**27.3.3.8** The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

**27.3.3.9** The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the District or the federal Department of Labor, and shall permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**27.4 Apprentices and trainees**

**27.4.1 Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

**27.4.2 Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

**27.4.3 Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**27.5 Compliance with Copeland Act requirements.** Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

**27.6 Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

**27.7 Contract termination: debarment.** A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

**27.8 Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

**27.9 Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**27.10 Certification of eligibility.**

**27.10.1** By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**27.10.2** No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**27.10.3** Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**27.11 Clauses Mandated by Contract Work Hours and Safety Standards Act.**

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

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

**27.11.2 Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.

**27.11.3 Withholding for unpaid wages and liquidated damages.** The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the forgoing paragraph.

**27.11.4 Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 27.11.1 through 27.11.4 of this section.

## 16. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace provision in the General Conditions with the following provisions:

**16.1.1.2.3.** The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

**16.1.2.3.1** Mobilization and layout combined to equal not more than **1**%;

**16.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than **3**%;

**16.1.1.2.3.3** Bonds and insurance combined to equal not more than **2**%.

END OF DOCUMENT

DOCUMENT 00 73 56

# HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

## 1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

## 2. Notice of Hazardous Waste or Materials

a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

(1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Contractor's written notice, the District shall investigate the identified conditions.

d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.

e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

## 3. Additional Warranties and Representations

a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

## 4. Monitoring and Testing

a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these

activities or tests by District in the Contract Price and the Scheduled Completion Date.

c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

## 5. Compliance with Laws

a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

(1) The protection of the public health, welfare and environment;

(2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;

(3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and

(4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

## 6. Disposal

a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

## 7. Permits

a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:

(1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and

(2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

## 8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 960l *et seq*.).

## 9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

DOCUMENT 01 11 00

# SUMMARY OF WORK

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Access Conditions and Requirements;

B. Special Conditions.

### 1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of this Contract consists of the following:

Site development work to relocate one relocatable building from stockpile and place on the Lodi Middle School Site. The building will be placed on the site under a separate contract by Mobile Modular, including foundations and ramp. Scope of Work of this project includes related site development work, low voltage work and what is shown on the drawings.

### 1.03 CONTRACTS

A. Perform the Work under a single, fixed-price Contract.

### 1.04 WORK BY OTHERS

A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:

(1) None.

B. Work on the Project that will be performed by others concurrent with the Work of this Contract:

(1) None

### 1.05 CODES, REGULATIONS, AND STANDARDS

A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this Project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.

B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

## 1.06 PROJECT RECORD DOCUMENTS

A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:

(1) Contract Drawings.

(2) Specifications.

(3) Addenda.

(4) Change Orders and other modifications to the Contract.

(5) Reviewed shop drawings, product data, and samples.

(6) Field test records.

(7) Inspection certificates.

(8) Manufacturer's certificates.

B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.

C. Contractor shall record information concurrent with construction progress.

D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:

(1) Manufacturer's name and product model and number.

(2) Product substitutions or alternates utilized.

(3) Changes made by Addenda and Change Orders and written directives.

## 1.07 EXAMINATION OF EXISTING CONDITIONS

A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site and of the streets or roads approaching the Site.

B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.

C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

## 1.08 CONTRACTOR'S USE OF PREMISES

A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.

B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.

C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.

D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.

E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.

F. The Contractor shall install the construction fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

## 1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.

B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

## 1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

A. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.

B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

## 1.11 STRUCTURAL INTEGRITY

A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.

B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

**PART 2 – PRODUCTS Not Used.**

**PART 3 – EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 21 00

# ALLOWANCE

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Non-specified work.

### 1.2 RELATED SECTIONS

A. Document 01 10 00 (Summary of Work)

B. Document 01 29 00 (Payments and Completion)

C. Document 01 32 19 (Submittal Procedures)

### 1.3 ALLOWANCES

A. Included in the Contract, a stipulated sum/price of **Twenty Thousand Dollars ($20,000.00)** as an allowance for Unforeseen Conditions within the limits set forth in the Bridging Documents. This Allowance shall not be utilized without written approval by the District.

B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance.

C. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive.

D. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order.

## PART 2 PRODUCTS

Not used.

## PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01 22 00

# ALTERNATES AND UNIT PRICING

## PART 1 – ALTERNATES

### 1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions;

C. Bid Form and Proposal;

D. Instruction to Bidders.

### 1.02 DESCRIPTION

The items of work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

### 1.03 GENERAL

Where an item is omitted, or scope of Work is decreased, all Work pertaining to the item whether specifically stated or not, shall be omitted and where an item is added or modified or where scope of Work is increased, all Work pertaining to that required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

### 1.04 BASE BID

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

### 1.05 ALTERNATES

There are no alternates

## PART 2 - UNIT PRICING

### 2.01 GENERAL

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in

accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

## 2.02 UNIT PRICES

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

A. There are no unit prices

END OF DOCUMENT

DOCUMENT 01 25 13

# PRODUCT OPTIONS AND SUBSTITUTIONS

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. Instructions to Bidders;

B. General Conditions, including, without limitation, Substitutions For Specified Items; and

C. Special Conditions.

### 1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.

B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.

C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.

D. The Contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:

(1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.

(2) Within 35 days after the date of the Notice of Award, the Contractor shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.

E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.

F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.

G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.

H. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

**PART 2 – PRODUCTS Not Used.**

**PART 3 – EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 26 00

# CHANGES IN THE WORK

**CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE AGREEMENT, GENERAL CONDITIONS, AND SPECIAL CONDITIONS, IF USED, RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES.**

END OF DOCUMENT

DOCUMENT 01 29 00

# APPLICATION FOR PAYMENT AND CONDITIONAL AND UNCONDITIONAL WAIVER AND RELEASE FORMS

**CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS IN THE GENERAL CONDITIONS RELATED TO APPLICATIONS FOR PAYMENT AND/OR PAYMENTS.**

**CONDITIONAL WAIVER AND RELEASE**
**ON PROGRESS PAYMENT**
(CIVIL CODE SECTION 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $_____

Check Payable to: _____

**Exceptions**

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): $_____

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE**
**ON PROGRESS PAYMENT**
(CIVIL CODE SECTION 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $_____

**Exceptions**

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**CONDITIONAL WAIVER AND RELEASE**
**ON FINAL PAYMENT**
(CIVIL CODE SECTION 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: $_____

Check Payable to: _____

**Exceptions**

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: $_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE**
**ON FINAL PAYMENT**
(CIVIL CODE SECTION 8138)

**NOTICE TO CLAIMANT**: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

**Unconditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

**Exceptions**

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: $_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DOCUMENT 01 31 19

# PROJECT MEETINGS

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions; and

B. Special Conditions.

### 1.02 PROGRESS MEETINGS:

A. Contractor shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.

B. Location: Contractor's field office.

C. The Contractor shall notify and invite the following entities ("Invitees"):

(1) District Representative.

(2) Contractor.

(3) Contractor's Project Manager.

(4) Contractor's Superintendent.

(5) Subcontractors, as appropriate to the agenda of the meeting.

(6) Suppliers, as appropriate to the agenda of the meeting.

(7) Construction Manager, if any.

(8) Architect

(9) Engineer(s), if any and as appropriate to the agenda of the meeting.

(10) Others, as appropriate to the agenda of the meeting.

D. The District's and/or the Architect's Consultants will attend at their discretion, in response to the agenda.

E. The District representative, the Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes,

those exceptions shall be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.

**1.03 PRE-INSTALLATION/PERFORMANCE MEETING:**

A. Contractor shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Contractor shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.

B. Contractor shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.

C. Contractor shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.

D. Contractor shall review in detail means of protecting the completed Work during the remainder of the construction period.

**PART 2 - PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 32 13

# SCHEDULING OF WORK

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions;

C. Summary of Work; and

D. Submittals.

### 1.02 SECTION INCLUDES

A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.

(1) Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").

(2) CPM Schedule shall be cost loaded based on Schedule of Values as approved by District.

(3) Submit schedules and reports as specified in the General Conditions.

B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

### 1.03 CONSTRUCTION SCHEDULE

A. Within ten (10) days of being awarded the Contract and before request for first progress payment, the Contractor shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.

B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.

C. Milestone Schedule:

| ACTIVITY DESCRIPTION | REQUIRED COMPLETION |
|---|---|
| **CONSTRUCTION STARTS** | |
| • **Construction On-site** | **June 3, 2019** |
| **FINAL PROJECT COMPLETION** | **July 12, 2019** |

## 1.04 QUALIFICATIONS

A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of [i.e., Primavera Project Planner]. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose.

(1) The written statement shall identify the individual who will perform CPM scheduling.

(2) Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.

(3) Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three fourths (¾) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.

B. District reserves the right to approve or reject Contractor's scheduler or consultant at any time. District reserves the right to refuse replacing of Contractor's scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

## 1.05 GENERAL

A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.

(1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.

(2) Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.

(3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Contractor.

C. Ownership Project Float: Neither the District nor Contractor owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.

(1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.

(2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.

D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.

F. Software: Use **District Project Planner for Windows, latest version**. Such software shall be compatible with Windows operating system. Contractor shall transmit contract file to District on compact disk at times requested by District.

G. Transmit each item under the form approved by District.

(1) Identify Project with District Contract number and name of Contractor.

(2) Provide space for Contractor's approval stamp and District's review stamps.

(3) Submittals received from sources other than Contractor will be returned to the Contractor without District's review.

## 1.06 INITIAL CPM SCHEDULE

A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to ninety (90) calendar days after the Notice to Proceed.

B. Indicate detailed plan for the Work to be completed in first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form.

C. Initial CPM Schedule shall be time scaled.

D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed ninety (90) calendar days.

E. District and Contractor shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to District.

(1) District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

(2) Contractor shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Contractor shall resubmit Initial CPM Schedule if requested by District.

F. If, during the first ninety (90) days after Notice to Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to District a written Time Impact Evaluation ("TIE") in accordance with Article 1.12 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

## 1.07 ORIGINAL CPM SCHEDULE

A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.

B. Progress Schedule shall include or comply with following requirements:

(1) Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.

(2) No activity on schedule shall have duration longer than fifteen (15) work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.

(a) Activity durations shall be total number of actual work days required to perform that activity.

(3) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.

(4) District furnished materials and equipment, if any, identified as separate activities.

(5) Activities for maintaining Project Record Documents.

(6) Dependencies (or relationships) between activities.

(7) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.

(a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.

(b) Contractor shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.

(8) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.

(a) Include time for fabrication and delivery of manufactured products for the Work.

(b) Show dependencies between procurement and construction.

(9) Activity description; what Work is to be accomplished and where.

(10) The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Contractor. Overhead and profit of the General Contractor shall be shown as a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.

(11) Resources required (labor and major equipment) to perform each activity.

(12) Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.

(13) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.

(14) Twenty (20) workdays for developing punch list(s), completion of punch-list items, and final clean up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.

(15) Interface with the work of other contractors, District, and agencies such as, but not limited to, utility companies.

(16) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.

(a) Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Contractor's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.

(b) Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.

(c) In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.

(d) Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.

(17) Activity durations shall be in Work days.

(18) Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.

C. Original CPM Schedule Review Meeting: Contractor shall, within sixty (60) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.

(1) Contractor shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.

(2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:

(a) Clarifications of Contract Requirements.

(b) Directions to include activities and information missing from submittal.

(c) Requests to Contractor to clarify its schedule.

(3) Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.

## 1.08 ADJUSTMENTS TO CPM SCHEDULE

A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.

(1) District, within ten (10) days from date that Contractor submitted the revised schedule, will either:

(a) Accept schedule and cost and resource loaded activities as submitted, or

(b) Advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Contractor.

(2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.

(3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.

(4) District reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

B. Acceptance of Contractor's schedule by District will be based solely upon schedule's compliance with Contract requirements.

(1) By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.

(2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.

(3) Submission of Contractor's schedule to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.

C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.

D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor and transmitted to District for the record.

## 1.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Contractor's Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.

(1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.

(2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.

B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.

(1) At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.

(2) These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.

(3) Contractor shall plan on the meeting taking no less than four (4) hours.

C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.

D. Within five (5) work days of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.

(1) If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.

(2) If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.

E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor's obligations under this Contract.

## 1.10 SCHEDULE REVISIONS

A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the Schedule, the Contractor shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.

C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Contractor shall, within three (3) days, provide District with a complete written narrative response to District's request.

D. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.

E. At District's discretion, the Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

## 1.11 RECOVERY SCHEDULE

A. If the Schedule Update shows a completion date twenty-one (21) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Contractor shall submit to District the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.

B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.

C. If the Contractor's revisions are not accepted by District, District and the Contractor shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.

D. At District's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

## 1.12 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS

A. When Contractor is directed to proceed with changed Work, the Contractor shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.

B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

C. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Contractor shall provide District with four (4) copies of each TIE.

D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Contractor may submit a claim for additional time claimed by contractor.

## 1.13 TIME EXTENSIONS

A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.

B. Where an event for which District is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District-caused time impact. The Contractor shall submit its mitigation plan to District within fourteen (14)

calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under this Contract for cumulative effect of changes.

E. District will not be obligated to consider any time extension request unless the Contractor complies with the requirements of Contract Documents.

F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

## 1.14 SCHEDULE REPORTS

A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.

B. Required Reports:

(1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.

(2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to date, previous payments, and amount earned for current update period.

(3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.

(4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.

(5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.

C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

(1) Activities by early start.

(2) Activities by late start.

(3) Activities grouped by Subcontractors or selected trades.

(4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.

D. Furnish District with report files on compact disks containing all schedule files for each report generated.

## 1.15 PROJECT STATUS REPORTING

A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.

B. Contractor shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:

(1) Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.

(2) Progress made on critical activities indicated on CPM Schedule.

(3) Explanations for any lack of work on critical path activities planned to be performed during last month.

(4) Explanations for any schedule changes, including changes to logic or to activity durations.

(5) List of critical activities scheduled to be performed next month.

(6) Status of major material and equipment procurement.

(7) Any delays encountered during reporting period.

(8) Contractor shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.

(a) Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.

(b) Contractor shall explain all variances and mitigation measures.

(9) Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by District at no additional cost.

(10) Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

## 1.16 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

## 1.17 DAILY CONSTRUCTION REPORTS

On a daily basis, Contractor shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Contractor, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

A. Project name and Project number.

B. Contractor's name and address.

C. Weather, temperature, and any unusual site conditions.

D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.

E. Worker quantities for its own Work force and for Subcontractors of any tier.

F. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

## 1.18 PERIODIC VERIFIED REPORTS

Contractor shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Contractor or any of Contractor's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

## PART 2 – PRODUCTS Not Used.

## PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 33 00

# SUBMITTALS

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;

B. Special Conditions.

### 1.02 SECTION INCLUDES:

A. Definitions:

(1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are 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 all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.

(2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.

(3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.

B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:

(1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.

(2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.

(3) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.

(4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.

(5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.

(6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.

(7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Also certify that Contractor-furnished equipment can be installed in allocated space.

(8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.

(9) Upon demand by Architect or District, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

(1) Contractor shall prepare its proposed submittal schedule that is coordinated with the proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.

(2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.

(3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.

**1.03 SHOP DRAWINGS:**

A. Contractor shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Contractor.

B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.

C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.

D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.

E. District shall not review Shop Drawings for quantities of materials or number of items supplied.

F. District's and/or Architect's review of Shop Drawing will be general. District and/or Architect review does not relieve Contractor of responsibility for dimensions, accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. The District's and/or Architect's review of Shop Drawings is not to be construed as approving departures from Contract Documents.

G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and

regulations of commissions, boards, or other authorities or utilities having jurisdiction.

H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.

I. Submitted drawings and details must bear stamp of approval of Contractor:

(1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.

(2) If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the District and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.

J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.

K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.

L. Shop Drawings must clearly delineate the following information:

(1) Project name and address.

(2) Specification number and description.

(3) Architect's name and project number.

(4) Shop Drawing title, number, date, and scale.

(5) Names of Contractor, Subcontractor(s) and fabricator.

(6) Working and erection dimensions.

(7) Arrangements and sectional views.

(8) Necessary details, including complete information for making connections with other Work.

(9) Kinds of materials and finishes.

(10) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.

M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.

(1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.

(2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve all submittal(s) before submitting them for final review.

## 1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contract must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.

B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.

C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.

D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

E. Imported Materials Certification must be submitted at least ten (10) days before material is delivered.

## 1.05 SAMPLES:

A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.

B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.

(1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.

(2) Samples must show full range of texture, color, and pattern.

C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.

D. Samples to be shipped prepaid or hand-delivered to the District.

E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.

F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.

G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.

H. After a material has been approved, no change in brand or make will be permitted.

I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.

J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.

K. Field Samples and Mock-Ups are to be removed by Contractor at District's direction:

(1) Size: As Specified.

(2) Furnish catalog numbers and similar data, as requested.

## 1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty-one (21) days after receipt or within twenty-one (21) days after receipt of all related information necessary for such review, whichever is later.

B. One (1) copy of product or materials data will be returned to Contractor with the review status.

C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.

D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.

E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and/or the Architect's notes and comments.

F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.

G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.

H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.

I. District's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

**PART 2 – PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 35 13.23

# SITE STANDARDS

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;

B. Special Conditions;

C. Drug-Free Workplace Certification;

D. Tobacco-Free Environment Certification;

E. Criminal Background Investigation/Fingerprinting Certification;

F. Temporary Facilities and Controls.

### 1.02 REQUIREMENTS OF THE DISTRICT:

A. Drug-Free Schools and Safety Requirements:

(1) All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

(2) Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. Contractor shall post: "Non-Smoking Area" in a highly visible location in each work area, staging area, and parking area. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.

(3) Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

B. Language: Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed.

C. Disturbing the Peace (Noise and Lighting):

(1) Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

(2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for mobile phones or other handheld communication radios.

(3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

D. Traffic:

(1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

(2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.

(3) District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.

(4) Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in softscape areas that could otherwise be damaged.

E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

**PART 2 - PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 41 00

# REGULATORY REQUIREMENTS

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Obtaining of Permits, Licenses and Registrations and Work to Comply with All Applicable Laws and Regulations;

B. Special Conditions; and

C. Quality Control.

### 1.02 DESCRIPTION:

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

### 1.03 REQUIREMENTS OF REGULATORY AGENCIES:

A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction over the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").

(1) California Building Standards Administrative Code, Part 1, Title 24, CCR.

(2) California Building Code (CBC), Part 2, Title 24, CCR; (International Building Code volumes 1-2 and California Amendments).

(3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).

(4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).

(5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).

(6) California Fire Code (CFC), Part 9, Title 24, CCR; (International Fire Code and California Amendments).

(7) California Referenced Standards Code, Part 12, Title 24, CCR.

(8) State Fire Marshal Regulations, Public Safety, Title 19, CCR.

(9) Partial List of Applicable National Fire Protection Association (NFPA) Standards:

(a) NFPA 13 - Automatic Sprinkler System.

(b) NFPA 14 - Standpipes Systems.

(c) NFPA 17A - Wet Chemical System

(d) NFPA 24 - Private Fire Mains.

(e) (California Amended) NFPA 72 - National Fire Alarm Codes.

(f) NFPA 253 - Critical Radiant Flux of Floor Covering System.

(g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.

(10) California Division of the State Architect interpretation of Regulations ("DSA IR"), including, without limitation:

(a) DSA IR A-6 - Construction Change Document Submittal and Approval Processes.

(b) DSA IR A-7 - Project Inspector Certification and Approval.

(c) DSA IR A-8 - Project Inspector and Assistant Inspector Duties and Performance.

(d) DSA IR A-12 - Assistant Inspector Approval.

(11) DSA Procedures ("DSA PR")

(a) DSA PR 13-01 - Construction Oversight Process

(b) DSA PR 13-02 - Project Certification Process

B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:

(1) Test and testing laboratory per Section 4-335. District shall pay for the testing laboratory.

(2) Special inspections per Section 4-333(c).

(3) Deferred Approvals per section 4-317(g).

(4) Verified reports per Sections 4-336 & 4-343(c).

(5) Duties of the Architect & Engineers shall be per Sections 4-333(a) and 4-341.

(6) Duties of the Contractor shall be per Section 4-343.

(7) Duties of Project Inspector shall be per Section 4-334.

(8) Addenda and Construction Change Documents per Section 4-338.

Contractor shall keep and make available all applicable parts of the most current version of Title 24 referred to in the plans and specifications at the Site during construction.

C. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.

(1) Contractor shall submit the following to Architect for review and endorsement:

(a) Product information on proposed material/system supplier.

(b) Drawings, specifications, and calculations prepared, signed, and stamped by an architect or engineer licensed in the State of California for that portion of the Work.

(c) All other requirements as may be required by DSA.

(2) Cost of preparing and submitting documentation per DSA Deferred Approval requirements including required modifications to Drawings and Specifications, whether or not indicated in the Contract Documents, shall be borne by Contractor.

(3) Contractor shall not begin fabrication and installation of deferred approval items without first obtaining DSA approval of Drawings and Specifications.

(4) Schedule of Work Subject to DSA Deferred Approval: Window wall systems exceeding 10 feet in span.

**PART 2 – PRODUCTS Not Used.**

**PART 3 – EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 42 13

# ABBREVIATIONS AND ACRONYMS

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions including without limitation, Definitions;

B. Special Conditions.

### 1.02 DOCUMENT INCLUDES:

A. Abbreviations used throughout the Contract Documents.

B. Reference to a technical society, organization, or body is by abbreviation, as follows:

| | | |
|---|---|---|
| 1. | AA | The Aluminum Association |
| 2. | AAMA | American Architectural Manufacturers Association |
| 3. | AASHTO | American Association of State Highway and Transportation Officials |
| 4. | ABPA | Acoustical and Board Products Association |
| 5. | ACI | American Concrete Institute |
| 6. | AGA | American Gas Association |
| 7. | AGC | Associated General Contractors of America |
| 8. | AHC | Architectural Hardware Consultant |
| 9. | AI | Asphalt Institute |
| 10. | AIA | American Institute of Architects |
| 11. | AIEE | American Institute of Electrical Engineers |
| 12. | AISC | American Institute of Steel Construction |
| 13. | AISI | American Iron and Steel Institute |
| 14. | AMCA | Air Moving and Conditioning Association |
| 15. | ANSI | American National Standards Institute |
| 16. | APA | American Plywood Association |
| 17. | ARI | Air Conditioning and Refrigeration Institute |
| 18. | ASHRAE | American Society of Heating, Refrigeration and Air Conditioning Engineers |
| 19. | ASME | American Society of Mechanical Engineers |
| 20. | ASSE | American Society of Structural Engineers |
| 21. | ASTM | American Society of Testing and Materials |
| 22. | AWPB | American Wood Preservers Bureau |
| 23. | AWPI | American Wood preservers Institute |
| 24. | AWS | American Welding Society |
| 25. | AWSC | American Welding Society Code |
| 26. | AWI | Architectural Woodwork Institute |
| 27. | AWWA | American Water Works Association |
| 28. | BIA | Brick Institute of America |

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|---|---|---|
| 29. | CCR | California Code of Regulations |
| 30. | CLFMI | Chain Link Fence Manufacturers Institute |
| 31. | CMG | California Masonry Guild |
| 32. | CRA | California Redwood Association |
| 33. | CRSI | Concrete Reinforcing Steel Institute |
| 34. | CS | Commercial Standards |
| 35. | CSI | Construction Specifications Institute |
| 36. | CTI | Cooling Tower Institute |
| 37. | FGMA | Flat Glass Manufacturer's Association |
| 38. | FIA | Factory Insurance Association |
| 39. | FM | Factory Mutual |
| 40. | FS | Federal Specification |
| 41. | FTI | Facing Title Institute |
| 42. | GA | Gypsum Association |
| 43. | ICC | International Code Council |
| 44. | IEEE | Institute of Electrical and Electronic Engineers |
| 45. | IES | Illumination Engineering Society |
| 46. | LIA | Lead Industries Association |
| 47. | MIA | Marble Institute of America |
| 48. | MLMA | Metal Lath Manufacturers Association |
| 49. | MS | Military Specifications |
| 50. | NAAMM | National Association of Architectural Metal Manufacturers |
| 51. | NBHA | National Builders Hardware Association |
| 52. | NBFU | National Board of Fire Underwriters |
| 53. | NBS | National Bureau of Standards |
| 54. | NCMA | National Concrete Masonry Association |
| 55. | NEC | National Electrical Code |
| 56. | NEMA | National Electrical Manufacturers Association |
| 57. | NFPA | National Fire Protection Association/National Forest Products Association |
| 58. | NMWIA | National Mineral Wool Insulation Association |
| 59. | NTMA | National Terrazzo and Mosaic Association |
| 60. | NWMA | National Woodwork Manufacturer's Association |
| 61. | ORS | Office of Regulatory Services (California) |
| 62. | OSHA | Occupational Safety and Health Act |
| 63. | PCI | Precast Concrete Institute |
| 64. | PCA | Portland Cement Association |
| 65. | PDCA | Painting and Decorating Contractors of America |
| 66. | PDI | Plumbing Drainage Institute |
| 67. | PEI | Porcelain Enamel Institute |
| 68. | PG&E | Pacific Gas & Electric Company |
| 69. | PS | Product Standards |
| 70. | SDI | Steel Door Institute; Steel Deck Institute |
| 71. | SJI | Steel Joist Institute |
| 72. | SSPC | Steel Structures Painting Council |
| 73. | TCA | Tile Council of America |
| 74. | TPI | Truss Plate Institute |
| 75. | UBC | Uniform Building Code |
| 76. | UL | Underwriters Laboratories Code |
| 77. | UMC | Uniform Mechanical Code |
| 78. | USDA | United States Department of Agriculture |
| 79. | VI | Vermiculite Institute |

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|---|---|---|
| 80. | WCLA | West Coast Lumberman's Association |
| 81. | WCLB | West Coast Lumber Bureau |
| 82. | WEUSER | Western Electric Utilities Service Engineering Requirements |
| 83. | WIC | Woodwork Institute of California |
| 84. | WPOA | Western Plumbing Officials Association |

**PART 2 - PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 42 16

# DEFINITIONS

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions including without limitation, Definitions;

B. Special Conditions.

### 1.02 QUALITY ASSURANCE

A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.

B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.

C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.

D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.

E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the District and/or the Architect before proceeding.

F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.

G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

END OF DOCUMENT

DOCUMENT 01 42 19

# REFERENCES

## PART 1 - GENERAL

### 1.01 SCHEDULE OF REFERENCES:

**The following information is intended only for the general assistance of the Contractor, and the District does not represent that all of the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.**

| | | |
|---|---|---|
| AA | The Aluminum Association<br>1400 Crystal Drive, Suite 430<br>Arlington, VA 22202<br>www.aluminum.org | 703/358-2960 |
| AABC | Associated Air Balance Council<br>1518 K Street, NW, Suite 503<br>Washington, DC 20005<br>www.aabc.com | 202/737-0202 |
| AAMA | American Architectural Manufacturers Association<br>1827 Walden Office Sq., Suite 550<br>Schaumburg, IL 60173-4268<br>www.aamanet.org | 847/303-5664 |
| AASHTO | American Association of State Highway and Transportation Officials<br>444 N Capitol St. NW - Suite 249<br>Washington, DC 20001<br>www.transportation.org | 202/624-5800 |
| AATCC | American Association of Textile Chemists and Colorists<br>P.O. Box 12215<br>One Davis Drive<br>Research Triangle Park, NC 27709 2215<br>www.aatcc.org | 919/549-8141 |
| ACA | American Coatings Association<br>1500 Rhode Island Ave., NW<br>Washington DC, 20005<br>www.paint.org | 202/462-6272 |

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|---|---|---|
| ACI | American Concrete Institute<br>38800 Country Club Dr.<br>Farmington Hills, MI 48331-3439<br>www.concrete.org | 248/848-3700 |
| ACPA | American Concrete Pipe Association<br>8445 Freeport Parkway, Suite 350<br>Irving, TX 75063-2595<br>www.concrete-pipe.org | 972/506-7216 |
| ADC | Air Duct Council<br>1901 N. Roselle Road, Suite 800<br>Schaumburg, Illinois 60195<br>www.flexibleduct.org | 847/706-6750 |
| AF&PA | American Forest and Paper Association<br>1101 K Street, NW, Suite 700<br>Washington, DC 20005<br>www.afandpa.org | 202/463-2700 |
| AGA | American Gas Association<br>400 North Capitol Street, NW<br>Washington, DC 20001<br>www.aga.org | 202/824-7000 |
| AGC | Associate General Contractors of America<br>2300 Wilson Blvd., Suite 300<br>Arlington, VA 22201<br>www.agc.org | 703/548-3118 |
| AHA | American Hardboard Association<br>1210 West Northwest Highway<br>Palatine, IL 60067<br>domensino.com/AHA/default.htm | 847/934-8800 |
| AI | Asphalt Institute<br>2696 Research Park Drive<br>Lexington, KY 40511-8480<br>www.asphaltinstitute.org | 859/288-4960 |
| AIA | The American Institute of Architects<br>1735 New York Ave., NW<br>Washington, DC 20006-5292<br>www.aia.org | 202/626-7300 |
| AISC | American Institute of Steel Construction<br>130 East Randolph Street Suite 2000<br>Chicago, IL 60601<br>www.aisc.org | 312.670.2400 |

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|---|---|---|
| AIA | American Insurance Association<br>(formerly the National Board of Fire Underwriters)<br>555 12th St, NW, Suite 550<br>Washington DC 20004<br>www.aiadc.org | 202/828-7100 |
| AISI | American Iron and Steel Institute<br>25 Massachusetts Ave., NW, Suite 800<br>Washington, DC 20001<br>www.steel.org | 202/452.7100 |
| AITC | American Institute of Timber Construction<br>7012 S. Revere Parkway Suite 140<br>Centennial, CO 80112<br>www.aitc-glulam.org | 503/639.0651 |
| ALI | Associated Laboratories, Inc.<br>P.O. Box 152837<br>Dallas, TX 75315<br>www.assoc-labs.com | 214/565-0593 |
| ALSC | American Lumber Standards Committee, Inc.<br>7470 New Technology Way, Suite F<br>Frederick, MD 21703<br>www.alsc.org | 301/972-1700 |
| AMCA | Air Movement and Control Association International, Inc.<br>30 W. University Drive<br>Arlington Heights, IL 60004<br>www.amca.org | 847/394-0150 |
| ANLA | American Nursery & Landscape Association (now AmericanHort)<br>525 9th St NW, Suite 80<br>Washington, DC 20004<br>www.americanhort.org | 202/789-2900 |
| ANSI | American National Standards Institute<br>1899 L Street, NW, 11th Floor<br>Washington, DC, 20036<br>www.ansi.org | 202/293.8020 |
| APA | APA-The Engineered Wood Association<br>7011 S. 19th Street<br>Tacoma, WA 98466-5333<br>www.apawood.org | 253/565-6600 |

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|---|---|---|
| APA | Architectural Precast Association<br>325 John Know Rd, Ste L103<br>Tallahassee, FL 32303<br>www.archprecast.org | 850/205.5637 |
| ARI | Air Conditioning and Refrigeration Institute (now Air-Conditioning, Heating, & Refrigeration Institute)<br>2111 Wilson Blvd, Suite 500<br>Arlington, VA 22201<br>www.ahrinet.org | 703/524-8800 |
| ARMA | Asphalt Roofing Manufacturers Association<br>Public Information Department<br>750 National Press Building<br>529 14th Street, NW<br>Washington, DC 20045<br>www.asphaltroofing.org | 202/591-2450 |
| ASA | The Acoustical Society of America<br>ASA Office Manager<br>Suite 1NO1<br>2 Huntington Quadrangle<br>Melville, NY 11747-4502<br>http://asa.aip.org | 516/576-2360 |
| ASCE | American Society of Civil Engineers<br>1801 Alexander Bell Drive<br>Reston, VA 20191<br>www.asce.org | 800/548-2723<br>703/295-6300 |
| ASHRAE | American Society of Heating, Refrigerating and Air Conditioning Engineers<br>1791 Tullie Circle, NE<br>Atlanta, GA 30329-2305<br>www.ashrae.org | 800/527-4723<br>404/636-8400 |
| ASLA | American Society of Landscape Architects<br>636 Eye Street, NW<br>Washington, DC 20001-3736<br>www.asla.org | 202/898-2444 |
| ASME | American Society of Mechanical Engineers<br>Three Park Avenue<br>New York, NY 10016-5990<br>www.asme.org | 800/434-2763 |
| ASPE | American Society of Plumbing Engineers<br>2980 S River Rd.<br>Des Plaines, IL 60018<br>http://aspe.org | 847/296-0002 |

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|---|---|---|
| ASQ | American Society for Quality<br>P.O. Box 3005<br>Milwaukee, WI 53201-3005<br>or<br>600 North Plankinton Avenue<br>Milwaukee, WI 53203<br>http://asq.org | 800/248-1946<br>414/272-8575 |
| ASSE | American Society of Sanitary Engineering<br>901 Canterbury, Suite A<br>Westlake, Ohio 44145<br>www.asse-plumbing.org | 440/835-3040 |
| ASTM | ASTM International<br>100 Barr Harbor Drive<br>PO Box C700<br>West Conshohocken, PA, 19428-2959<br>www.astm.org | 610/832-9500 |
| AWCI | Association of the Wall and Ceiling Industry<br>513 West Broad Street, Suite 210<br>Falls Church, VA 22046<br>www.awci.org | 703/538-1600 |
| AWPA | American Wood Protection Association<br>P.O. Box 361784<br>Birmingham, AL 35236-1784<br>www.awpa.com | 205/733-4077 |
| AWPI | American Wood Preservers Institute<br>2750 Prosperity Ave.<br>Suite 550<br>Fairfax, VA 22031-4312<br>www.arcat.com | 800/356-AWPI<br>703/204-0500 |
| AWS | American Welding Society<br>8669 Doral Boulevard, Suite 130<br>Doral, Florida 33166<br>www.aws.org | 800/443-9353<br>305/443-9353 |
| AWI | Architectural Woodwork Institute<br>46179 Westlake Drive, Suite 120<br>Potomac Falls, VA 20165-5874<br>www.awinet.org | 571/323-3636 |
| AWWA | American Water Works Association<br>6666 West Quincy Avenue<br>Denver, CO 80235<br>www.awwa.org | 800/926-7337<br>303/794 7711 |

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|---|---|---|
| BHMA | Builders Hardware Manufacturers Association<br>355 Lexington Avenue, 15th floor<br>New York, NY 10017<br>www.buildershardware.com | 212/297-2122 |
| BIA | The Brick Industry Association<br>1850 Centennial Park Drive, Suite 301<br>Reston, VA 20191<br>www.gobrick.com | 703/620-0010 |
| CGA | Compressed Gas Association<br>14501 George Carter Way, Suite 103<br>Chantilly VA 20151-2923<br>www.cganet.com | 703/788-2700 |
| CISCA | Ceilings & Interior Systems Construction Association<br>1010 Jorie Blvd, Suite 30<br>Oak Brook, IL 60523<br>www.cisca.org | 630/584-1919 |
| CISPI | Cast Iron Soil Pipe Institute<br>1064 Delaware Avenue SE<br>Atlanta, GA 30316<br>www.cispi.org | 404/622-0073 |
| CLFMI | Chain Link Fence Manufacturers Institute<br>10015 Old Columbia Road, Suite B-215<br>Columbia, MD 21046<br>www.associationsites.com/main-pub.cfm?usr=clfma | 410/290-6267 |
| CPA | Composite Panel Association<br>19465 Deerfield Avenue, Suite 306<br>Leesburg, VA 20176<br>www.compositepanel.org | 703/724-1128 |
| CPSC | Consumer Product Safety Commission<br>4330 East West Highway<br>Bethesda, MD 20814<br>www.cpsc.gov | 301/504-7923<br>800/638-2772 |
| CRA | California Redwood Association<br>405 Enfrente Drive, Suite 200<br>Novato, CA 94949<br>www.calredwood.org | 415/382-0662 |

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|---|---|---|
| CRI | Carpet and Rug Institute<br>P.O. Box 2048<br>Dalton, Georgia 30722-2048<br>www.carpet-rug.org | 706/278-3176 |
| CRSI | Concrete Reinforcing Steel Institute<br>933 N. Plum Grove Road<br>Schaumburg, IL 60173 4758<br>www.crsi.org | 847/517-1200 |
| CSI | The Construction Specifications Institute<br>110 South Union Street, Suite 100<br>Alexandria VA 22314<br>www.csinet.org | 800/689-2900 |
| CTIOA | Ceramic Tile Institute of America<br>12061 Jefferson Blvd.<br>Culver City, CA 90230-6219<br>www.ctioa.org | 310/574-7800 |
| DHI | Door and Hardware Institute<br>(formerly National Builders Hardware Association)<br>14150 Newbrook Dr.<br>Chantilly, VA 20151<br>www.dhi.org | 703/222-2010 |
| DIPRA | Ductile Iron Pipe Research Association<br>2000 2nd Avenue, South<br>Suite 429<br>Birmingham, AL 35233<br>www.dipra.org | 205/402-8700 |
| DOC | U.S. Department of Commerce<br>1401 Constitution Ave., NW<br>Washington, D.C. 20230<br>www.commerce.gov | 202/482-2000 |
| DOT | U.S. Department of Transportation<br>1200 New Jersey Avenue, SE<br>Washington, DC 20590<br>www.dot.gov | 855/368-4200 |
| EJMA | Expansion Joint Manufacturers Association, Inc.<br>25 North Broadway<br>Tarrytown, NY 10591<br>www.ejma.org | 914/332-0040 |

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|---|---|---|
| EPA | Environmental Protection Agency<br>Ariel Rios Building<br>1200 Pennsylvania Avenue, N.W.<br>Washington, DC 20460<br>www.epa.gov | 202/272-0167 |
| FCICA | Floor Covering Installation Contractors Association<br>7439 Millwood Drive<br>West Bloomfield, MI 48322<br>www.fcica.com | 248/661-5015<br>877/TO-FCICA |
| FM Global | Factory Mutual Insurance Company<br>Amy Daley<br>Global Practice Leader – Education, Public Entities, Health Care<br>FM Global<br>270 Central Avenue<br>Johnston, RI 02919-4949<br>www.fmglobal.com | 401/275-3000<br>401/275-3029 |
| FS | General Services Administration (GSA) Index of Federal Specifications, Standards and Commercial Item Descriptions<br>470 East L'Enfant Plaza, SW, Suite 8100<br>Washington, DC 20407<br>www.gsa.gov | 202/619-8925 |
| GA | The Gypsum Association<br>6525 Belcrest Road, Suite 480<br>Hyattsville, MD 20782<br>www.gypsum.org | 301/277-8686 |
| GANA | Glass Association of North America<br>800 SW Jackson St., Suite 1500<br>Topeka, KS 66612-1200<br>www.glasswebsite.com | 785/271-0208 |
| HMA | Hardwood Manufacturers Association<br>665 Rodi Road, Suite 305<br>Pittsburgh, PA 15235<br>http://hmamembers.org | 412/244-0440 |
| HPVA | Hardwood Plywood & Veneer Association<br>1825 Michael Faraday Drive<br>Reston, Virginia 20190<br>www.hpva.org | 703/435-2900 |

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|---|---|---|
| IAPMO | International Association of Plumbing and Mechanical Officials<br>(formerly the Western Plumbing Officials Association)<br>4755 E. Philadelphia St.<br>Ontario, CA 91761<br>www.iapmo.org | 909/472-4100 |
| ICC | International Code Council<br>500 New Jersey Avenue, NW, 6th Floor<br>Washington, DC 20001<br>www.iccsafe.org | 888/422-7233 |
| IEEE | Institute of Electrical and Electronics Engineers<br>3 Park Avenue, 17th Floor<br>New York, NY 10016-5997<br>www.ieee.org | 212/419-7900 |
| IES | Illuminating Engineering Society<br>120 Wall Street, Floor 17<br>New York, NY 10005-4001<br>www.ies.org | 212/248-5000 |
| ITRK | Intertek Testing Services<br>3933 US Route 11<br>Cortland, NY 13045<br>www.intertek.com | 607/753-6711 |
| MCAA | Mechanical Contractors Association of America<br>1385 Piccard Drive<br>Rockville, MD 20850<br>www.mcaa.org | 301/869-5800 |
| MIA | Marble Institute of America<br>28901 Clemens Rd, Ste 100<br>Cleveland, OH 44145<br>www.marble-institute.com | 440/250-9222 |
| MMPA<br>(formerly WMMPA) | Moulding & Millwork Producers Association<br>(formerly Wood Moulding & Millwork Producers Association)<br>507 First Street<br>Woodland, CA 95695<br>www.wmmpa.com | 530/661-9591<br>800/550-7889 |

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|---|---|---|
| MSS | Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry<br>127 Park Street, NE<br>Vienna, VA 22180-4602<br>http://mss-hq.org | 703/281-6613 |
| NAAMM | National Association of Architectural Metal Manufacturers<br>800 Roosevelt Rd. Bldg. C, Suite 312<br>Glen Ellyn, IL 60137<br>www.naamm.org | 630/942-6591 |
| NAIMA | North American Insulation Manufacturers Association<br>44 Canal Center Plaza, Suite 310<br>Alexandria, VA 22314<br>www.naima.org | 703/684-0084 |
| NAPA | National Asphalt Pavement Association<br>5100 Forbes Blvd.<br>Lanham, MD USA 20706-4407<br>www.asphaltpavement.org | 888/468-6499<br>301/731-4748 |
| NCSPA | National Corrugated Steel Pipe Association<br>14070 Proton Road, Suite 100 LB9<br>Dallas, TX 75244<br>www.ncspa.org | 972/850-1907 |
| NCMA | National Concrete Masonry Association<br>13750 Sunrise Valley Drive<br>Herndon, VA 20171-4662<br>www.ncma.org | 703/713-1900 |
| NEBB | National Environmental Balancing Bureau<br>8575 Grovemont Circle<br>Gaithersburg, MD 20877<br>www.nebb.org | 301/977-3698 |
| NECA | National Electrical Contractors Association<br>3 Bethesda Metro Center, Suite 1100<br>Bethesda, MD 20814<br>www.necanet.org | 301/657-3110 |
| NEMA | National Electrical Manufacturers Association<br>1300 North 17th Street, Suite 1752<br>Rosslyn, Virginia 22209<br>www.nema.org | 703/841-3200 |

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| NEII | National Elevator Industry, Inc.<br>1677 County Route 64<br>P.O. Box 838<br>Salem, New York 12865-0838<br>www.neii.org | 518/854-3100 |
| NFPA | National Fire Protection Association<br>1 Batterymarch Park<br>Quincy, Massachusetts<br>USA 02169-7471<br>www.nfpa.org | 617/770-3000 |
| NHLA | National Hardwood Lumber Association<br>PO Box 34518<br>Memphis, TN 38184<br>www.nhla.com | 901/377-1818 |
| NIA | National Insulation Association<br>12100 Sunset Hills Road, Suite 330<br>Reston, VA 20190<br>www.insulation.org | 703/464-6422 |
| NRCA | National Roofing Contractors Association<br>10255 W. Higgins Road, Suite 600<br>Rosemont, IL 60018-5607<br>www.nrca.net | 847/299-9070 |
| NSF | NSF International<br>P.O. Box 130140<br>789 N. Dixboro Road<br>Ann Arbor, MI 48113-0140, USA<br>www.nsf.org | 800/673-6275<br>734/769-8010 |
| NTMA | National Terrazzo and Mosaic Association<br>PO Box 2605<br>Fredericksburg, TX 78624<br>www.ntma.com | 800/323-9736 |
| OSHA | Occupational Safety and Health Act<br>U.S. Department of Labor<br>Occupational Safety & Health Administration<br>200 Constitution Ave., NW<br>Washington, D.C. 20210<br>www.osha.gov | 800/321-OSHA<br>(6742) |

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| PCA | Portland Cement Association<br>5420 Old Orchard Road<br>Skokie, IL 60077<br>or<br>500 New Jersey Ave., N.W. 7th Floor<br>Washington, D.C. 20001<br>www.cement.org | 847/966-6200<br>202/408-9494 |
| PCI | Precast/Prestressed Concrete Institute<br>200 W. Adams St. #2100<br>Chicago, IL 60606<br>www.pci.org | 312/786-0300 |
| PDCA | Painting and Decorating Contractors of America<br>2316 Millpark Drive, Ste 220<br>Maryland Heights, MO 63043<br>www.pdca.com | 800/332-PDCA<br>(7322)<br>314/514-7322 |
| PDI | Plumbing & Drainage Institute<br>800 Turnpike Street, Suite 300<br>North Andover, MA 01845<br>http://pdionline.org | 978/557-0720<br>800/589-8956 |
| PEI | Porcelain Enamel Institute, Inc.<br>P.O. Box 920220<br>Norcross, GA 30010<br>www.porcelainenamel.com | 770/676-9366 |
| PG&E | Pacific Gas & Electric Company<br>www.pge.com | 800/743-5000 |
| PLANET | Professional Landcare Network<br>950 Herndon Parkway, Suite 450<br>Herndon, Virginia 20170<br>www.landcarenetwork.org | 703/736-9666<br>800/395-2522<br>703/736-9668 |
| RFCI | Resilient Floor Covering Institute<br>115 Broad Street, Suite 201<br>La Grange GA 30240<br>www.rfci.com | 706/882-3833 |
| RIS | Redwood Inspection Service<br>818 Grayson Road, Suite 201<br>Pleasant Hill, CA 94523<br>www.redwoodinspection.com | 925/935-1499 |
| SDI | Steel Deck Institute<br>P.O. Box 25<br>Fox River Grove, IL 60021<br>www.sdi.org | 847/458-4647 |

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| SDI | Steel Door Institute<br>30200 Detroit Road<br>Westlake, Ohio 44145<br>www.steeldoor.org | 440/899-0010 |
| SJI | Steel Joist Institute<br>234 W. Cheves Street<br>Florence, SC 29501<br>http://steeljoist.org | 843/407-4091 |
| SMA | Stucco Manufacturers Association<br>500 East Yale Loop<br>Irvine, CA 92614<br>www.stuccomfgassoc.com | 949/387.7611 |
| SMACNA | Sheet Metal and Air Conditioning Contractors'<br>National Association<br>4201 Lafayette Center Drive<br>Chantilly, Virginia 20151-1219<br>www.smacna.org | 703/803-2980 |
| SPI | SPI: The Plastics Industry Trade Association, Inc.<br>1667 K St., NW, Suite 1000<br>Washington, DC 20006<br>www.plasticsindustry.org | 202/974-5200 |
| SSPC | Society for Protective Coatings<br>(formerly the Steel Structures Painting Council)<br>40 24th St 6th Fl<br>Pittsburgh, PA 15222<br>www.sspc.org | 412/281-2331<br>877/281-7772 |
| TCA | The Tile Council of North America<br>100 Clemson Research Blvd.<br>Anderson, SC 29625<br>www.tcnatile.com | 864/646-8453 |
| TPI | Truss Plate Institute<br>218 North Lee Street, Suite 312<br>Alexandria, VA 22314<br>www.tpinst.org | 703/683-1010 |
| TPI | Turfgrass Producers International<br>2 East Main Street<br>East Dundee, IL 60118<br>www.turfgrasssod.org | 800/405-8873<br>847/649-5555 |

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| TCIA | Tree Care Industry Association<br>(formerly the National Arborist Association)<br>136 Harvey Road, Suite 101<br>Londonderry, NH 03053<br>www.tcia.org | 800/733-2622 |
| TVI | The Vermiculite Institute<br>c/o The Schundler Company<br>150 Whitman Avenue<br>Edison, NJ. 08817<br>www.vermiculiteinstitute.org | 732/287-2244 |
| UL | Underwriters Laboratories Inc.<br>333 Pfingsten Road<br>Northbrook, IL 60062-2096<br>www.ul.com | 847/272-8800<br>877/854-3577 |
| UNI | Uni-Bell PVC Pipe Association<br>2711 LBJ Freeway, Suite 1000<br>Dallas, TX 75234<br>www.uni-bell.org | 972/243-3902 |
| USDA | U.S. Department of Agriculture<br>1400 Independence Ave., S.W.<br>Washington, DC 20250<br>www.usda.gov | 202/720-2791 |
| WA | Wallcoverings Association<br>401 North Michigan Avenue<br>Suite 2200<br>Chicago, IL 60611<br>www.wallcoverings.org | 312/321-5166 |

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| WCLIB | West Coast Lumber Inspection Bureau<br>P.O. Box 23145<br>Portland, OR 97281<br>or<br>6980 S.W. Varns<br>Tigard, OR 97223<br>www.wclib.org | 503/639-0651 |
| WCMA | Window Covering Manufacturers Association<br>355 Lexington Avenue 15th Floor<br>New York, New York 10017<br>www.wcmanet.org | 212/297-2122 |
| WDMA | Window & Door Manufacturers Association<br>401 N. Michigan Avenue, Suite 2200<br>Chicago, IL 60611<br>or<br>2025 M Street, NW, Ste. 800<br>Washington, D.C. 20036-3309<br>www.wdma.com | 312/321-6802<br>202/367-1157 |
| WI | Woodwork Institute<br>P.O. Box 980247<br>West Sacramento, CA 95798<br>www.wicnet.org | 916/372-9943 |
| WRI | Wire Reinforcement Institute<br>942 Main Street<br>Hartford, CT 06103<br>www.wirereinforcementinstitute.org | 860/240-9545 |
| WWCA | Western Wall & Ceiling Contractors Association<br>1910 N. Lime St.<br>Orange, California 92865<br>www.wwcca.org | 714/221-5520 |
| WWPA | Western Wood Products Association<br>522 SW Fifth Ave., Suite 500<br>Portland, OR 97204-2122<br>www2.wwpa.org | 503/224-3930 |

**PART 2 - PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 43 00

# MATERIALS AND EQUIPMENT

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Purchase of Materials and Equipment;

B. Special Conditions;

C. Imported Materials Certification.

### 1.02 MATERIAL AND EQUIPMENT

A. Only items approved by the District and/or Design Professional shall be used.

B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

### 1.03 MATERIAL AND EQUIPMENT COLORS

A. The District and/or Architect will provide a schedule of colors.

B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

### 1.04 DELIVERY, STORAGE, AND HANDLING

A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.

B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.

C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.

E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, access to the Site or buildings, and underground services. Contractor shall protect material and equipment furnished under Contract.

F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.

G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.

B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

### 2.02 FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

### 2.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

## PART 3 - EXECUTION

### 3.01 WORKMANSHIP

A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

### 3.02 COORDINATION

A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.

B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

### 3.03 COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

### 3.04 APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

## 3.05 MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

DOCUMENT 01 45 00

# QUALITY CONTROL

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;

B. Special Conditions.

### 1.02 RELATED CODES:

A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.

B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

### 1.03 OBSERVATION AND SUPERVISION:

A. The District and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.

B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the "Project Inspector", will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:

(1) The Project Inspector and Special Inspector(s) shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Contractor shall provide facilities and operation of equipment as needed, and access as required and shall provide assistance for sampling or measuring materials.

(2) The Project Inspector will notify the District and Architect and call the attention of the Contractor to any observed failure of Work or material to conform to Contract Documents.

(3) The Project Inspector shall observe and monitor all testing and inspection activities required.

The Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Contractor shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

## 1.04 TESTING AGENCIES:

A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4- 335.

B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."

C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

## 1.05 TESTS AND INSPECTIONS:

A. The Contractor shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Contractor shall notify the District and Project Inspector at least seventy-two hours (72) hours in advance of performing any Work requiring testing or inspection.

B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.

C. The District will pay for first inspections and tests required by the "CCR", and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:

(1) Tests and observations for earthwork and paving.

(2) Tests for concrete mix designs, including tests of trial batches.

(3) Tests and inspections for structural steel work.

(4) Field tests for framing lumber moisture content.

(5) Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.

(6) Tests and observations of welding and expansion anchors.

D. The District may at its discretion, pay and then back charge the Contractor for:

(1) Retests or reinspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.

(2) Uncovering of work in accordance with Contract Documents.

(3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.

(4) Testing done off Site.

E. Testing and inspection reports and certifications:

(1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.

(a) The District;

(b) The Construction Manager, if any;

(c) The Architect;

(d) The Consulting Engineer, if any;

(e) Other engineers on the Project, as appropriate;

(f) The Project Inspector; and

(g) The Contractor.

(2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

## PART 2 - PRODUCTS

### 2.01 TYPE OF TESTS AND INSPECTIONS

A. Testing and inspection shall be in accordance with DSA Form 103 (or current version)

B. Slump Test
ASTM C 143

C. Concrete Tests

Testing agency shall test concrete used in the work per the following paragraphs:

(1) Compressive Strength:

(a) Minimum number of tests required: One (1) set of three (3) cylinders for each 100 cubic yards (Sec. 2604(h) 01) of concrete or major fraction thereof, placed in one (1) day. See Title 24, Section 2605(g).

(b) Two cylinders of each set shall be tested at twenty-eight (28) days. One (1) cylinder shall be held in reserve and tested only when directed by the Architect or District.

(c) Concrete shall test the minimum ultimate compressive strength in twenty-eight 28 days, as specified on the structural drawings.

(d) In the event that the twenty-eight (28) day test falls below the minimum specified strength, the effective concrete in place shall be tested by taking cores in accordance with UBC Standard No. 26-13 and tested as required for cylinders.

(e) In the event that the test on core specimens falls below the minimum specified strength, the concrete will be deemed defective and shall be removed and replaced upon such direction of the Architect, and in a manner acceptable to the Division of the State Architect.

D. Reinforcing, Steel

E. Structural Steel Per Title 24 and as noted:

(1) Material: Steel per Table in Title 24, Section 2712.

(2) Qualification of Welders (UBC Std. 27-6).

(3) Shop fabrication (Section 2712(d). Structural steel only).

(4) Shop and field welding (Section 2712(e)).

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 50 00

# TEMPORARY FACILITIES AND CONTROLS

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions;

C. Site Standards; and

D. Construction Waste Management and Disposal.

### 1.02 TEMPORARY UTILITIES:

A. Electric Power and Lighting:

(1) Contractor will pay for power during the course of the Work. To the extent power is available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.

(2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.

(3) Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

(4) Contractor shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.

B. Heat and Ventilation:

(1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to

protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

(2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.

(3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water:

(1) Contractor shall pay for water used during the course of the Work. Contractor shall coordinate and pay for installation or use of water meter in compliance with local water agency requirements. To the extent water is then available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s), on the Site, or other location approved by the local water agency, to point of intended use.

(2) Contractor shall use backflow preventers on water lines at point of connection to District's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.

(3) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities:

(1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.

(2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service:

(1) Contractor shall arrange with local telephone service company for telephone service as required for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.

(2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection:

(1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.

(2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

G. Trash Removal:

(1) Contractor shall provide trash removal on a timely basis. Under no circumstance shall Contractor use District trash service.

H. Field Office:

(1) If Contractor chooses to provide a field office, it shall be an acceptable construction trailer that is well-lit and ventilated. The construction trailer shall be equipped with shelves, desks, filing cabinet, chairs, and such other items of equipment needed. Trailer and equipment are the property of the Contractor and must be removed from the Site upon completion of the Work. Contractor may use the corridor adjacent to the construction area for an office area, if approved in writing by District.

(2) Contractor shall provide any additional electric lighting and power required for the trailer. Contractor shall make adequate provisions for heating and cooling as required.

I. Temporary Facilities:

(1) None required.

## 1.03 CONSTRUCTION AIDS:

A. Plant and Equipment:

(1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workers. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.

(2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.

B. None of the District's tools and equipment shall be used by Contractor for the performance of the Work.

## 1.04 BARRIERS AND ENCLOSURES:

A. Contractor shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.

C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

D. Tree and Plant Protection:

(1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.

(2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations, or as denoted on the Plans.

(3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.

(4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.

(5) Excavation around Trees:

(a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.

(b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and

larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.

(c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.

(d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.

(e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.

(f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

## 1.05 SECURITY:

The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

## 1.06 TEMPORARY CONTROLS:

A. Noise Control:

(1) Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

(2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration:

(1) Equipment and impact tools shall have intake and exhaust mufflers.

(2) Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt:

(1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.

(2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.

(3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.

(4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water:

(1) Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution:

(1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.

(2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

(1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

## 1.07 JOB SIGN(S):

A. General:

(1) Job sign is not required.

**1.08 PUBLICITY RELEASES:**

A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s) without the written permission of the District.

**PART 2 – PRODUCTS Not used.**

**PART 3 – EXECUTION Not used.**

END OF DOCUMENT

DOCUMENT 01 50 13

# CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions; and

C. Temporary Facilities and Controls.

### 1.02 SECTION INCLUDES:

A. Administrative and procedural requirements for the following:

(1) Salvaging non-hazardous construction waste.

(2) Recycling non-hazardous construction waste.

(3) Disposing of non-hazardous construction waste.

### 1.03 DEFINITIONS:

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

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. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

## 1.04 PERFORMANCE REQUIREMENTS:

A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of fifty percent (50%) by weight (or by volume, but not a combination) of total waste generated by the Work.

## 1.05 SUBMITTALS:

A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.

B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:

(1) Material category.

(2) Generation point of waste.

(3) Total quantity of waste in tons or cubic yards.

(4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.

(5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.

(6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.

(7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

H. Qualification Data: For Waste Management Coordinator.

I. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

J. Submittal procedures and quantities are specified in Document 01 33 00.

## 1.06 QUALITY ASSURANCE:

A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.

B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:

(1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.

(2) Review requirements for documenting quantities of each type of waste and its disposition.

(3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.

(4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.

(5) Review waste management requirements for each trade.

## 1.07 WASTE MANAGEMENT PLAN:

A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

(1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

(2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

(3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

(4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

(5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

(6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

**PART 2 - PRODUCTS Not Used.**

**PART 3 - EXECUTION**

**3.01 PLAN IMPLEMENTATION:**

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

(1) Comply with Document 01 50 00 for operation, termination, and removal requirements.

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

(1) Distribute waste management plan to everyone concerned within 3 days of submittal return.

(2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

(1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

(2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

## 3.02 RECYCLING CONSTRUCTION WASTE:

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

(1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.

(a) Inspect containers and bins for contamination and remove contaminated materials if found.

(2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

(3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.

(4) Store components off the ground and protect from the weather.

(5) Remove recyclable waste off District property and transport to recycling receiver or processor.

D. Packaging:

(1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

(2) Polystyrene Packaging: Separate and bag material.

(3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.

(4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

E. Site-Clearing Wastes: Chip brush, branches, and trees on site.

F. Wood Materials:

(1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.

(2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

(1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

## 3.03 DISPOSAL OF WASTE:

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

(1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.

(2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF SECTION

DOCUMENT 01 52 13

# FIELD OFFICES

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions; and

C. Temporary Facilities and Controls.

### 1.02 SECTION INCLUDES:

A. Requirements for Field Offices and Field Office Trailers.

### 1.03 SUMMARY:

A. General: (Contractor Optional) Contractor may provide District's Field Office Trailer and contents, for District's use exclusively, during the term of the Contract.

B. Property: Trailer, furniture, furnishings, equipment, and the like, supplied by the Contractor with the Office Trailer shall remain the property of the Contractor; District property items installed, delivered, and the like by District within the Office Trailer will remain District's property.

C. Modifications: District reserves the right to modify the trailer or contents, or both, as may be deemed proper by District.

D. Condition: Trailer and contents shall be clean, neat, substantially finished, in good, proper, and safe condition for use, operation, and the like; the trailer and contents shall not be required to be new.

E. Installation Timing: Provide safe, fully furnished, functional, proper, complete, and finished trailer properly ready for entire use, within fourteen (14) calendar days of District's notification of the issuance of Notice to Proceed.

### 1.04 SUBMITTALS:

A. General: Submit submittals to District in quantity, format, type, and the like, as specified herein.

B. Office Trailer Data: One (1) copy of manufacturer's descriptive data, technical descriptions, regulatory compliance, industry standards, installation, removal, and maintenance instructions.

C. Equipment Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.

D. Furniture and Furnishings Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.

E. Plans: One (1) reproducible copy of appropriately scaled plans of trailer layout. Plans shall include, but not be limited to: lighting; furniture; equipment; telephone and electrical outlets; and the like.

F. Product Samples: One (1) complete and entire unit of each type, if directed by District.

## 1.05 QUALITY ASSURANCE

A. Standards: In the event that provisions of codes, regulations, safety orders, Contract Documents, referenced manufacturer's specifications, manufacturer's instructions, industry standards, and the like, are in conflict, the more restrictive and higher quality shall govern.

B. Installer: Installer or Installers engaged by Contractor must have a minimum of five (5) years of documented and properly authenticated successful experience of specialization in the installation of the items or systems, or both, specified herein.

C. Manufacturer: Contractor shall obtain products from nationally and industry recognized Manufacturer with five (5) years minimum, of immediately recent, continuous, documented and properly authenticated successful experience of specialization in the manufacture of the product specified herein.

D. State Personnel Training: Provide proper training for maintenance and operations, including emergency procedures, and the like, as directed by District.

E. Units: Shall be sound and free of defects, and shall not include any damage or defect that will impair the safety, installation, performance, or the durability of the entire Office Trailer and appurtenant systems.

## 1.06 REGULATORY REQUIREMENTS

A. General: Work shall be executed in accordance with applicable Codes, Regulations, Statutes, Enactments, Rulings, Laws, each authority having jurisdiction, and including, but not limited to, Regulatory Requirements specified herein.

B. California Building Standards Code ("CBSC").

C. California Code of Regulations, Title 25, Chapter 3, Sub Chapter 2, Article 3 ("CCR").

D. Coach Insignia: Trailer shall display California Commercial Coach Insignia; such insignia shall be deemed to show that the trailer is in accordance with the Construction and Fire Safety requirements of CCR.

## PART 2 – PRODUCTS

### 2.01 FIELD OFFICE TRAILER (Contractor Optional)

A. General: Provide entire Field Office Trailer of type, function, operation, capacity, size, complete with controls, safety devices, accessories, and the like, for proper and durable installation. Partitions, walls, ceiling, and other interior and exterior surfaces shall be appropriately finished, including, but not limited to, trim, painting, wall base, floor covering, suspended or similar ceiling, and the like; provide systems, components, units, nuts, bolts, screws, anchoring devices, fastening devices, washers, accessories, adhesives, sealants, and other items of type, grade, and class required for the particular use, not identified but required for a complete, weather-tight, appropriately operating, and finished installation.

B. Manufacturers: General Electric Capital Modular Space; The Space Place, Inc.; or equal.

C. Program: Provide a wheel-mounted trailer with stairs, landings, platforms, ramps, and the like, in good, proper, safe, clean, and properly finished condition; with proper heavy duty locks, and other proper and effective security at all doors, windows, and the like. Trailer shall be maintained in good, proper, safe, clean, and properly finished condition during the Contract.

(1) Nominal Trailer Size: Four hundred eighty (480) square feet, minimum.

(2) Stairs, Platform: Properly finished stairs, platforms, and ramps.

(3) Doors: Two (2), three (3) foot wide exterior doors with locksets; finished ramp, steps, and entry platform at each exterior door.

(4) Keys: Submit five (5) keys for each door, window, furniture unit, and the like. There shall be no other key copies or originals available; each key shall be identified for District; and shall be labeled, or tagged or both, as directed by District.

(5) HVAC: Heating and cooling.

(6) Lighting: Sixty-five (65) foot-candles illumination minimum at any point, at thirty (30) inches above finished floor throughout from fluorescent light source, exclusively, or as directed by District.

(7) Electrical Outlets: One (1) duplex outlet evenly spaced every twelve (12) linear horizontal feet of wall face, and electrical service ready for use.

(8) Telephones and Telephone Outlets: Two (2) telephone lines wired, connected to telephone utility service, and ready for use, and two (2) telephone instruments, each with two (2)-line capability, speed dial and hands-free feature. Locate each outlet as directed by District.

(9) Voicemail Messaging System or Answering Machine: One (1) unit, two (2)-line; digital.

## 2.02 FIELD OFFICE TRAILER ITEMS (Contractor Optional)

A. General: Provide the Field Office Trailer with the following arranged into two (2) workstations:

(1) Desks: Two (2) desks: thirty-six (36) inches by sixty (60) inches; steel, laminated plastic top; locking, one (1) or two (2) file drawers single pedestal; steel; provide five (5) keys to District.

(2) Tables: Two (2) tables; thirty-six (36) inches by sixty (60) inches; twenty-nine (29) inches high; steel, laminated plastic top tables; one (1) at each desk.

(3) Chairs: Two (2) chairs: swivel; steel; with seat cushion and arms; one (1) at each desk.

(4) Waste Baskets: Two (2) waste baskets, one at each desk.

B. Furniture and Equipment: Provide in the space located to effect efficient and logical use.

(1) File cabinet: One (1); four (4) drawer; lateral; steel locking.

(2) Plan Table: One (1) plan table: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawers.

(3) Drafting Stool: One (1) drafting stool; swiveling; steel; padded; adjustable; with footrest and casters.

(4) Bookshelf: One (1) bookshelf: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawer.

(5) Plan Rack: One (1) wheel mounted plan rack.

(6) Waste Baskets: One (1) large waste basket.

(7) Coat/Hat Hanger: Wall mounted with minimum capacity for four (4) garments and ten (10) hats.

(8) Document Management System: Shall include an integrated high-volume printer, copier, and facsimile machine, including stand, base, and storage cabinet; and shall include the following features:

(a) Type: Laser, dry electrostatic transfer, plain paper, digital, multi-function imaging system.

(b) Network: Ethernet or Token Ring network ready, Plug-and-Play.

(c) Print, send/receive facsimile from any connected workstation.

(d) Resolution: Six hundred (600) dots per inch by six hundred (600) dots per inch, minimum.

(e) Print Speed: Twenty (20) pages per minute, minimum.

(f) Copies: Twenty (20) copies per minute, minimum.

(g) Document Handler: Forty (40) sheet, minimum

(h) Collator: Forty (40) bin, minimum, with stapling.

(i) Duplexing: Capable.

(j) Paper Size: Capable of handling paper sizes to eleven (11) inches by seventeen (17) inches.

(k) Paper Cassettes: One (1) each for eight and one half (8.5) inches by eleven (11) inches, eight and one half (8.5) inches by fourteen (14) inches, and eleven (11) inches by seventeen (17) inches paper sizes; minimum two hundred fifty (250) sheets per cassette.

(l) Reduction/Enlargement: Capable of reduction to twenty-five percent (25%) and enlargement to two hundred percent (200%).

(m) Facsimile Electronic Storage: Capable of storing minimum of fifty (50) speed dial numbers, group faxing and broadcast faxing.

(n) Facsimile Scanning: Capable of scanning into memory a minimum of one hundred (100) pages with maximum scan time of three (3) seconds per page.

(o) Halftone: Sixty-four (64) levels.

(p) Redial: Automatic and Manual.

(9) Maintenance: Contractor shall purchase service agreements for each unit of equipment for the duration of the project plus two (2) months, and shall maintain all equipment in proper working condition. Service agreements shall include provision for replacement of toner cartridges and other items required to effect proper unit use. Service agreements shall also provide for:

(a) Unlimited Service Calls.

(b) Same Day Response.

(c) All parts, labor, preventative maintenance and mileage.

(d) All chemicals, such as toner, fixing agent, and the like.

(e) System training and setup.

(10) Portable Toilets: Two (2); each shall include a urinal; each unit shall be a properly enclosed chemical unit conforming to ANSI Z4.3.

(a) Location: As directed by District.

(b) Maintenance: Maintain each unit and surrounding areas in a clean, hygienic and orderly manner, at all time. Empty, clean, and sanitize each unit each day at a location and time as directed by District.

(c) Removal: Relocate, or remove from the site, each Portable Toilet. Upon such directive by District, the Contractor shall forthwith relocate or remove each Portable Toilet and submit the affected areas to a condition which existed prior to the installation of each Portable Toilet, within three (3) calendar days, or as directed by District in writing, at no cost to District.

## 2.03 UTILITY AND SERVICES

A. Telephone Service: (Contractor Optional) Contractor shall provide and interface the entire telephone service, and shall properly and timely pay for telephone service for District's non-long-distance use.

B. Electrical Service: Provide all proper connections and continuously pay for service for the duration of the Work.

## 2.04 FINISHES

A. General: Manufacturer standard finish system over surfaces properly cleaned, pretreated, and prepared to obtain proper bond; all visible surfaces shall be coated.

B. Finish: Color as selected by District from manufacturer standard palette.

# PART 3 – EXECUTION

## 3.01 INSTALLATION

A. General: Properly prepare area and affected items to receive the Work. Set Work accurately in location, alignment, and elevation; rigidly, securely, and firmly anchor to appropriate structure; install plumb, straight, square, level, true, without racking, rigidly anchored to proper solid blocking, substrate, and the like; provide appropriate type and quantity of reinforcements, fasteners, adhesives, self-adhesive and other tapes; lubricants, coatings, accessories, and the like, as required for a complete, structurally rigid, stable, sound, and appropriately finished installation, in accordance with manufacturer's published instructions, and as indicated. The more restrictive and higher quality requirement shall govern. Moving parts shall be properly secured, without binding, looseness, noise, and the like.

B. Installation: Install in accordance with 25 CCR 3.2.3 and as directed by District; jack up trailer and level both ways; mount on proper concrete piers with all load off wheels; provide required tie down and accessories per Section 4368 of referenced CCR, and as directed by District.

C. Rejected Work: Work, materials, unit, items, systems, and the like, not accepted by District shall be deemed rejected, and shall forthwith be removed and replaced with proper and new Work, materials, unit, items, systems, and the like at no cost to District.

D. Standard: Comply with manufacturer's published instructions, or with instructions as shown or indicated; the more restrictive and higher quality requirement shall govern.

E. Location: As directed by District.

F. Fire Resistance: Construct and install in accordance with UL requirements.

G. Maintenance: Contractor shall maintain trailer and adjacent areas in a safe, clean and hygienic condition throughout the duration of the Work, and as directed by District. Properly repair or replace furniture or other items, as directed by District. Properly remove unsafe, damaged, or broken furniture, or similar items, and replace with safe and proper items. Contractor shall pay cost of all services, repair, and maintenance, or replacement of each item.

H. Janitorial Service: Provide professional janitorial services, including, but not limited to, trash, waste paper baskets, fill paper dispensers; clean and dust all furniture, files, and the like; sweep and mop resilient and similar flooring; and vacuum carpeting and similar flooring.

(1) Frequency: Two (2) times per week, minimum.

I. Removal: Properly remove the Office Trailer and contents from the Site upon completion of the Contract, or as directed by District in writing. Forthwith properly patch and repair affected areas; replace damaged items with new items. Carefully and properly inventory, clean, pack, store, and protect District property; submit District property to District at a date, time and location as directed by District.

END OF DOCUMENT

**Erosion and Sediment Control**
**Section 01 57 13**
**18-32-046**

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. GENERAL: Provide all materials, equipment and labor necessary to furnish and install erosion control measures and implement best management practices, including but not limited too; straw wattles, silt fence barriers; stabilized entrances, etc. at locations shown on the drawings and in the Storm Water Pollution Prevention Plan (when required, see below).

B. STORM WATER POLLUTION PREVENTION PLAN:

1. Due to the project size and project timing (summer). A Storm Water Pollution Prevention Plan (SWPPP) is not anticipated to be required. Should size or timing change, Contractor will be responsible for development of a Storm Water Pollution Prevention Plan (SWPPP) by a Qualified SWPPP Developer (QSD) and also provide all necessary State Permitting with the States online "SMARTS" System. Although a SWPPP is not anticipated to be required, contractor will still be responsible to implement appropriate measures to prevent illicit discharges from the site, such as sediment or otherwise contaminated water and dust.

2. If a SWPPP is required, Contractor shall provide a Qualified SWPPP Practitioner (QSP) to implement the SWPPP onsite and also provide and upload the necessary reports to the State SMARTS System. QSP shall be certified as such by the state of California. if Erosivity Waiver is granted as anticipated, contractor shall still assign site personnel the responsibility of implementing and maintaining erosion control devices to prevent erosion or illicit discharges by water or wind, regardless of the source.

3. Contractor shall Comply with State Water Resources Control Board requirements and Local Jurisdiction where applicable.

4. When SWPPP Required, the Contractor shall amend the SWPPP Map during the course of construction to the contractor's approach to the work in this contract. The Contractor shall as a minimum address and show:
   a. Cut and fill operations
   b. Temporary stockpile locations and protection measures
   c. Vehicle and equipment storage, maintenance and fueling operations
   d. Concrete and asphalt disposal areas and protective measures
   e. Dust control measures
   f. Tracking of dirt, mud and off-site streets and subsequent street cleaning when required.
   g. Pipe flushing and disposal of sediment latent flush waters.

1.02 QUALITY ASSURANCE

A. GENERAL: Comply with local governing codes and regulations.

1.03 SUBMITTALS

A. SMARTS & NOTICE OF INTENT (NOI): If SWPPP required, contractor shall be responsible for submittal to the State of California Storm Water Multiple Application and Report Tracking

System (SMARTS). A Copy of the complete SWPPP and NOI receipt letter is to be provided to the Architect and owner for record.

PART 2 - PRODUCTS

2.01 MATERIALS

A. STRAW WATTLES: Shall be new manufactured straw roles in compliance with state requirements for sediment control.

B. SILT FENCES: Comply with state and local requirements.

C. HYDRO SEED MIX: Contractor shall provide a blended seed mix containing both seeds blends and in the following mixture:

Blando Brome – 12 lbs/acre (0.3 lbs per sf)

Annual Ryegrass – 9 lbs/acre (0.2 lbs per sf)

Contractor, or Contractor's erosion control specialist or subcontractor may submit an alternative seed mix for review, however, sample projects need to be provided in the greater Sacramento Area that show this mix design is effective.

D. STRAW HYDROSEED /TACKIFIER: Straw Hydroseed with Tackifier mulch shall be composed of fibers derived from straw products with no growth or germination inhibiting substances. Mulch shall be manufactured in such a manner that when thoroughly mixed with seed, fertilizer, and water, in the proportions specified, it will form a homogeneous slurry which is capable of being sprayed to form a porous mat. The fibrous mulch in its air-dry state shall contain not more than fifteen percent by weight of water. The fiber shall have a temporary green dye and shall be accompanied by a certificate of compliance stating that the fiber conforms to these specifications. Product shall be Hydrostraw$^{TM}$ or equal.

E. CONCRETE WASHOUT(S): Shall be pre-constructed or built onsite with plastic sheeting and supporting material such as straw bales. Washouts shall be sized for expected concrete work, or multiple washouts provided.

PART 3 - EXECUTION

3.01 INSTALLATION

A. STRAW WATTLES: Shall be installed per the drawings and/or as required by the SWPPP and Local Authority.

B. SILT FENCES: Shall be installed per the Drawings and/or as required by the SWPPP and Local Authority.

C. HYDROSEEDED AREA:
1. Preparation: Do all slurry preparation at the job site:
   a. Water, straw mulch w/tacifier, fertilizer, and other ingredients shall be added to the tank simultaneously so that the finished load is homogenous mix of the specified ingredients.

b. Seed shall be added last and shall be discharged within two hours (2hrs.). Loads held over four hours (4 hrs.) will be recharged with one-half (1/2) the seed rate before application.
c. Once fully loaded, the complete slurry shall be agitated for three to five minutes (3-5 min.) to allow for uniform mixing.

2. Application:
   a. General: All hydroseed applications are to be applied in a sweeping motion to form a uniform mat at the specified rates.

Two-step Slope Application

Step One

| Material | Lbs/Ac |
|---|---|
| Hydrostraw | 2,000 |
| 7.2.3 Slow Release Fertilizer | 1,000 |
| Seed as per section (2.02 Seed) | # |
| Am 120 Mycorrhizal Inoculant | 60 |

Step Two

| Material | Lbs/Ac |
|---|---|
| Hydrostraw | 2,000 |

   b. Protection: Contractor is to apply the hydrostraw in such a way as to complete the application in an orderly manner and stay off partially and completely treated areas.
   c. Unused Loads: If mixture remains in tank for more than 8 hours it shall be removed from the job site at Contractor's expense.

3.02 MAINTENANCE AND REMOVAL:

A. GENERAL: Maintain and repair existing and new erosion and sediment controls facilities throughout the construction period. Remove silt build up as needed. Repair damage to earth slopes and banks. Erosion and sediment controls measures shall be left in place until final paving and landscaping are complete or as required by SWPPP.

B. MONITORING: Provide monitoring of erosion and sediment controls measures before and after storm events. Provide a daily log of construction activities and impact on erosion and sediment controls measures. Update SWPPP continuously throughout construction period.

C. CLEANING: Keep area clean of debris.

D. Remove erosion and sediment controls measures prior to placing finish landscaping.

END OF SECTION

DOCUMENT 01 64 00

# OWNER-FURNISHED PRODUCTS

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions; and

C. Materials and Equipment.

### 1.02 SECTION INCLUDES

A. Requirements for the following:

(1) Installing Owner-furnished materials and equipment.

(2) Providing necessary utilities, connections and rough-ins.

### 1.03 DEFINITIONS

A. Owner: District, who is providing/furnishing materials and equipment.

B. Installing Contactor: Contractor, who is installing the materials and equipment furnished by the Owner.

### 1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Receive, store and handle products in accordance with the manufacturer's instructions.

B. Protect equipment items as required to prevent damage during storage and construction.

## PART 2 – PRODUCTS

### 2.01 GENERAL PRODUCT REQUIREMENTS

A. Installing Contractor's Responsibilities:

(1) Verify mounting and utility requirements for Owner-furnished materials and equipment items.

(2) Provide mounting and utility rough in for all items where required.

(a) Rough in locations, sizes, capacities, and similar type items shall be as indicated and required by product manufacturer.

B. Owner and Installing Contractor(s) Responsibilities:

(1) Owner-Furnished/Contractor Installed ("OFCI"): Furnished by the Owner; installed by the Installing Contractor.

(a) General: Owner and Installing Contractor(s) will coordinate deliveries of materials and equipment to coincide with the construction schedule.

(b) Owner will furnish specified materials and equipment delivered to the site. Owner/vendor's representative shall be present on Site at the time of delivery to comply with the contract requirements.

(c) The Owner furnishing specified materials and equipment is responsible to provide manufacturer guarantees as required by the Contract to the Installing Contractor.

(d) The Installing Contractor shall:

1) Review, verify and accept the approved manufacturer's submittal/Shop Drawings for all materials and equipment required to be installed by the Installer Contractor and furnished by the Owner. Any discrepancies, including but not limited to possible space conflicts, should be brought to the attention of the Project Manager and/or Program Manager, if applicable.

2) Coordinate timely delivery. Installing Contractor shall receive materials and equipment at Site when delivered and give written receipt at time of delivery, noting visible defects or omissions; if such declaration is not given, the Installing Contractor shall assume responsibility for such defects and omissions.

3) Store materials and equipment until ready for installation and protect from loss and damage. Installing Contractor is responsible for providing adequate storage space.

4) Coordinate with other bid package contractors and field measurement to ensure complete installation.

5) Uncrate, assemble, and set in place.

6) Provide adequate supports.

7) Install materials and equipment in accordance with manufacturer's recommendations, instructions, and Shop Drawings, supply labor and material required, and

make mechanical, plumbing, and electrical connections required to operate equipment.

8) Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.

9) Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.

10) Provide the contract-required warranty and guarantee for all work, materials and equipment, and installation upon its completion and acceptance by the District. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.

C. Compatibility with Space and Service Requirements:

(1) Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.

(2) Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the District.

D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

## 2.02 FURNISHED MATERIALS AND EQUIPMENT

A. All furnished materials and equipment are indicated or scheduled on the Contract Documents.

# PART 3 – EXECUTION

## 3.01 INSTALLATION

A. Install equipment items in accordance with the manufacturer's instructions.

B. Set equipment items securely in place, rigidly or flexibly mounted in accordance with manufacturers' directions.

C. Make electrical and mechanical connections as indicated and required.

D. Touch-up and restore damaged or defaced finishes to the Owner's satisfaction.

## 3.02 CLEANING AND PROTECTION

A. Repair or replace items not acceptable to the Architect or Owner.

B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the Owner.

END OF DOCUMENT

SECTION 01 66 00

# PRODUCT DELIVERY, STORAGE AND HANDLING

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;

B. Special Conditions.

### 1.02 PRODUCTS

A. Products are as defined in the General Conditions.

B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.

C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

### 1.03 TRANSPORTATION AND HANDLING

A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.

B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.

C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

### 1.04 STORAGE AND PROTECTION

A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.

C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.

D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.

F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

**PART 2 – PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 71 23

# FIELD ENGINEERING

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;

B. Special Conditions;

C. Site-Visit Certification.

### 1.02 REQUIREMENTS INCLUDED:

A. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the project, including, without limitations:

(1) Survey work required in execution of the Project.

(2) Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

### 1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:

Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

### 1.04 SURVEY REFERENCE POINTS:

A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.

B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:

(1) Make no changes or relocation without prior written notice to District and Architect.

(2) Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

(3) Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

## 1.05 RECORDS:

Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

## 1.06 SUBMITTALS:

A. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Architect prior to its/their work on the Project.

B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.

C. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

## PART 2 – PRODUCTS Not Used.

## PART 3 - EXECUTION

## 3.01 COMPLIANCE WITH LAWS:

Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

## 3.02 NONCONFORMING WORK:

Contractor is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

DOCUMENT 01 73 29

# CUTTING AND PATCHING

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;

B. Special Conditions;

C. Hazardous Materials Procedures and Requirements;

D. Hazardous Materials Certification;

E. Lead-Based Paint Certification;

F. Imported Materials Certification.

### 1.02 CUTTING AND PATCHING:

A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:

(1) Make several parts fit together properly.

(2) Uncover portions of Work to provide for installation of ill-timed Work.

(3) Remove and replace defective Work.

(4) Remove and replace Work not conforming to requirements of Contract Documents.

(5) Remove Samples of installed Work as specified for testing.

(6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

(7) Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.

B. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.

C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

## 1.03 SUBMITTALS:

A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:

(1) The work of the District or other trades.

(2) Structural value or integrity of any element of Project.

(3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.

(4) Efficiency, operational life, maintenance or safety of operational elements.

(5) Visual qualities of sight-exposed elements.

B. Contractor's Request shall also include:

(1) Identification of Project.

(2) Description of affected Work.

(3) Necessity for cutting, alteration, or excavations.

(4) Effects of Work on District, other trades, or structural or weatherproof integrity of Project.

(5) Description of proposed Work:

(a) Scope of cutting, patching, alteration, or excavation.

(b) Trades that will execute Work.

(c) Products proposed to be used.

(d) Extent of refinishing to be done.

(6) Alternates to cutting and patching.

(7) Cost proposal, when applicable.

(8) The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.

(9) Written permission of District or other District contractor(s) whose work will be affected.

## 1.04 QUALITY ASSURANCE:

A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.

B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

## 1.05 PAYMENT FOR COSTS:

A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.

B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

# PART 2 - PRODUCTS

## 2.01 MATERIALS:

A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.

B. Materials to be cut and patched include those damaged by the performance of the Work.

# PART 3 – EXECUTION

## 3.01 INSPECTION:

A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.

B. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

## 3.02 PREPARATION:

A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.

B. Contractor shall provide devices and methods to protect other portions of Project from damage.

C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

## 3.03 ERECTION, INSTALLATION AND APPLICATION:

A. With respect to performance, Contractor shall:

(1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.

(2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.

(3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.

B. Contractor shall employ original installer or fabricator to perform cutting and patching for:

(1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.

(2) Sight-exposed finished surfaces.

C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.

D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.

E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with

requirements of the Contract Documents and as required to match surrounding areas and surfaces.

F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

DOCUMENT 01 76 00

# ALTERATION PROJECT PROCEDURES

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;

B. Special Conditions.

## PART 2 - PRODUCTS

### 2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.

B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

## PART 3 - EXECUTION

### 3.01 EXAMINATION:

A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.

B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

### 3.02 PREPARATION:

A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.

B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.

C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.

D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.

E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

**3.03 INSTALLATION:**

A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.

B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.

C. Contractor shall 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.

D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat and square or straight transition to adjacent finishes.

E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

**3.04 TRANSITIONS:**

A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must 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, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

**3.05 ADJUSTMENTS:**

A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall 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, Contractor shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.

C. Contractor shall trim and seal existing wood doors and shall trim and paint metal doors as necessary to clear new floor finish and refinish trim as required.

D. Contractor shall fit Work at penetrations of surfaces.

## 3.06 REPAIR OF DAMAGED SURFACES:

A. Contractor shall patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections, in the area where the Work is performed.

B. Contractor shall repair substrate prior to patching finish.

## 3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.

B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.

C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified in the Contract Documents, including without limitation, the Drawings.

## 3.08 FINISHES:

A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.

B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

## 3.09 CLEANING:

A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT

DOCUMENT 01 77 00

# CONTRACT CLOSEOUT AND FINAL CLEANING

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Completion of Work;

B. Special Conditions;

C. Temporary Facilities and Controls.

### 1.02 CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

### 1.03 FINAL CLEANING

A. Contractor shall execute final cleaning prior to final inspection.

B. Contractor shall clean interior and exterior glass and all surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.

C. Contractor shall clean equipment and fixtures to a sanitary condition.

D. Contractor shall replace filters of operating equipment.

E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.

F. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.

G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

### 1.04 ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

## 1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

A. Contractor shall legibly mark each item to record actual construction, including:

(1) Measured depths of foundation in relation to finish floor datum.

(2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.

(3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

(4) Field changes of dimension and detail.

(5) Details not on original Contract Drawings

(6) Changes made by modification(s).

(7) References to related Shop Drawings and modifications.

B. Contractor will provide one set of Record Drawings to District.

C. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

## 1.06 INSTRUCTION OF DISTRICT PERSONNEL

A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months or by the change of season.

C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.

E. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

## 1.07 SPARE PARTS AND MAINTENANCE MATERIALS

A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

B. Contractor shall provide District with all required Operation and Maintenance Data at one time. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

**PART 2 – PRODUCTS Not Used.**

**PART 3 – EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 78 23

# OPERATION AND MAINTENANCE DATA

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Completion of the Work;

B. Special Conditions.

### 1.02 QUALITY ASSURANCE:

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

### 1.03 FORMAT:

A. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").

B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.

C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.

D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.

E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.

G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

### 1.04 CONTENTS, EACH VOLUME:

A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.

C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.

E. Text: Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

F. Warranties and Bonds: Contractor shall bind in one copy of each.

## 1.05 MANUAL FOR MATERIALS AND FINISHES:

A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.

D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.

E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

## 1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.

B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.

C. Contractor shall include color coded wiring diagrams as installed.

D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.

E. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.

G. Contractor shall include manufacturer's printed operation and maintenance instructions.

H. Contractor shall include sequence of operation by controls manufacturer.

I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

J. Contractor shall provide control diagrams by controls manufacturer as installed.

K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.

L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).

O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

## 1.07 SUBMITTAL:

A. Contractor shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.

B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

C. Contractor shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.

D. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

**PART 2 – PRODUCTS Not Used.**

**PART 3 – EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 78 36

# WARRANTIES

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Warranty/Guarantee Information;

B. Special Conditions.

### 1.02 FORMAT

A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.

B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.

C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier; and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.

D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

### 1.03 PREPARATION:

A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty blank until the date of completion is determined.

B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.

C. Contractor shall co-execute submittals when required.

D. Contractor shall retain warranties until time specified for submittal.

## 1.04 TIME OF SUBMITTALS:

A. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.

B. Contractor shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the District prior to District's approval of Contractor's final Application for Payment.

C. For items of work delayed beyond date of completion, Contractor shall provide an updated submittal within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

**PART 2 - PRODUCTS Not Used.**

**PART 3 – EXECUTION Not Used.**

END OF DOCUMENT

DOCUMENT 01 78 39

# RECORD DOCUMENTS

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Documents on Work;

B. Special Conditions.

## PART 2 - RECORD DRAWINGS

### 2.01 GENERAL:

A. As indicated in the Contract Documents, the District will provide Contractor with one set of reproducible, full size original Contract Drawings (mylars).

B. Contractor shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Contractor shall submit reproducible vellums at the conclusion of the Project following review of the blueline prints.

C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.

D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.

E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

### 2.02 RECORD DRAWING INFORMATION:

A. Contractor shall record the following information:

(1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.

(2) Actual numbering of each electrical circuit to match panel schedule.

(3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.

(4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.

(5) Installed location of all cathodic protection anodes.

(6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.

(7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.

(8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

B. Contractor shall provide additional drawings as necessary for clarification.

C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

D. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide electronic copies of the drawings (in PDF format) with one file with all of the sheets and one set of individual sheet files at the conclusion of the Project.

## PART 3 - RECORD SPECIFICATIONS

### 3.01 GENERAL:

A. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

B. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide one electronic copy of the specifications (in PDF format) at the conclusion of the Project.

## PART 4 - MAINTENANCE OF RECORD DOCUMENTS

### 4.01 GENERAL

A. Contractor shall store Record Documents apart from documents used for construction as follows:

(1) Provide files and racks for storage of Record Documents.

(2) Maintain Record Documents in a clean, dry, legible condition and in good order.

B. Contractor shall not use Record Documents for construction purposes.

**PART 5 – PRODUCTS Not Used**.

END OF DOCUMENT

## PART 1 – GENERAL

### 1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 015000, Construction Facilities and Temporary Controls.

### 1.03 REGULATORY REQUIREMENTS

A. Conform to applicable jurisdictional authority regulations and codes for disposal of debris.

B. Coordinate clearing Work with utility companies.

C. Maintain emergency access ways at all times.

D. Contractor shall comply with all applicable laws and ordinances regarding hazardous materials, including contaminated soils, hazardous material transformers, and similar materials or components.

### 1.04 SUBMITTALS:

A. Schedule: Submit a detailed sequence of demolition and removal work, including dates for shutoff, capping, and continuance of utility services.

B. Procedures: Submit written procedures documenting the proposed methods to be used to control dust and noise.

### 1.05 EXISTING CONDITIONS

A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Architect promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.

B. Conduct demolition to minimize interference with adjacent structures or items to remain. Maintain protected egress and access at all times.

### 1.06 PROTECTION

A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Blasting will not be permitted. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should

damage occur. Replace trees and shrubs outside building area disturbed by operations.

C. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.

D. Safety Precautions Prevent damage to existing elements identified to remain or to be salvaged, and prevent injury to the public and workmen engaged on site. Demolish roofs, walls and other building elements in such manner that demolished materials fall within foundation lines of building. Do not allow demolition debris to accumulate on site. Pull down hazardous work at end of each day; do not leave standing or hanging overnight, or over weekends.

E. Protect existing items which are not indicated to be altered.

1. Protect utilities designated to remain from damage.
2. Protect trees, plant growth, and features designated to remain as final landscaping as shown on drawings.
3. Protect bench marks from damage or displacement.

F. Trees: Carefully protect existing trees that are to remain. Provide temporary irrigation as necessary to maintain health of trees.

G. Fire Safety: The contractor shall conform to chapter 33 of the California Fire Code (CFC), "Fire Safety During Construction and Demolition", at all times during the construction process. A copy of this chapter can be provided.

H. Any construction review of the Contractor's performance conducted by the Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

I. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. The contractor shall make a reasonable effort on a daily basis to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.

J. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.

K. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance. Dust control measures shall be in accordance with the local jurisdiction.

## PART 2 - PRODUCTS

**Not Used**

## PART 3 – EXECUTION

### 3.01 EXAMINATION

A. Examine conditions of work in place before beginning work; report defects.

B. Report existence of hazardous materials or unsafe structural conditions.

### 3.02 PREPARATION

A. Scheduling:

1. General: Coordinate and schedule demolition work as required by the Owner and as necessary to facilitate construction progress.

B. Hazardous Materials:

1. General: Identify chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations, and notify such jurisdictional agencies as may be required. Collect and legally dispose of such materials at official disposal locations away from the site.

2. Asbestos: If asbestos or materials containing asbestos are encountered, stop work immediately and contact the Owner. Do not proceed with demolition until directed by Owner.

C. Utility and Service Termination

1. Locate and identify existing utility, service and irrigation system components affected by work of this contract. Review existing record drawings, conduct site investigations, contact Underground Service Alert and other qualified cable/pipe/line locator services, and implement all other means necessary to define the location of underground systems.

2. Prior to beginning any demolition, properly disconnect all water, gas and electrical power supply at appropriate disconnect locations. Obtain all necessary releases and approvals from serving utility companies.

3. Prior to demolition or disconnect, obtain Owners approval that such system does not impact facilities or systems beyond the extent of this contract.

4. Mark location of disconnected systems. Identify and indicate stub-out locations on Project Record Documents.

D. Verify that existing plant life and features designated to remain are tagged or identified.

1. The Architect will mark the features, trees, and shrubs to remain within the construction area. Contractor shall not commence clearing and grubbing operations until authorized by the Owner and all protective measures are in place.

E. Coordinate the time and duration of all system disconnects with Owner.

## 3.03 DEMOLITION

A. General Requirements

1. Clear areas required for access to site and execution of Work, including pavements, structures, foundations, vegetation, trash and debris.

2. Coordinate with Owner the time of day and route to remove demolished materials from premises.

3. Remove demolished materials from site as work progresses. Upon completion of work, leave areas of work in clean condition.

4. Remove all buried debris, rubble, trash, or other material not deemed suitable by the Geotechnical Engineer.

5. Fill all voids or excavations resulting from clearing, demolition, or removal of vegetation with specified fill material.

B. Fixture and Equipment Removal:

1. Remove existing fixtures and equipment as identified and shown on drawings and required by Architect.

2. Verify all service connections to fixtures and equipment designated for removal have been properly disconnected.

3. Remove all conductors from conduit at all abandoned circuits.

## 3.04 UTILITY AND BUILDING SERVICES REMOVAL AND RE-INSTALLATION

A. Where crossing paths and potential points of interference with existing utility services are shown or can be reasonably inferred from surface conditions or evidence of subsurface systems, such as meter boxes, vaults, relief vents, cleanouts and similar components.

1. Review all contract documents showing crossing paths and potential points of interference.

2. Pot-hole or determine by other means the accurate depth and location of such utilities.

3. Incorporate all costs required to complete work under this contract, including additional trenching, re-routing of existing and new utilities, and all means necessary to construct work under this contract.

4. No additional cost to the Owner will be allowed for work necessary to accommodate utility conflicts where such crossing paths are shown on contract drawings or can be reasonably inferred from surface conditions or components.

B. Remove all conductors from conduit at all abandoned electrical circuits.

C. Seal off ends of all piping, drains and other components as directed by Architect and serving utility.

D. Where necessary to maintain service to existing utility and building systems, relocate or redirect all conduit and conductors, piping, drains, and associated system components.

1. Re-circuit all electrical as required.

2. Re-circuit all landscape irrigation valving and control systems as required.

3. Temporarily terminate landscape system components in approved boxes or with approved caps, suitable for re-connection or extension.

4. Extend or otherwise modify all site drainage systems, including catch basins, drain inlets and piping. Fine grade to maintain proper drainage flow pattern to drains.

E. Demolish structure in an orderly and careful manner.

1. Use of explosives prohibited.

## 3.05 SITE PAVEMENT REMOVAL

A. Remove sidewalk and curb where required for new construction as specified and as indicated on the Drawings.

1. Remove all paving by saw-cutting.

2. Remove concrete paving and curbing at locations shown on drawings. Locate closest adjacent expansion or weakened plane joint to define start of removal or saw-cutting.

B. Remove asphalt concrete paving areas where required for new construction as specified and as indicated on the Drawings.

1. Remove all paving by saw-cutting.

2. Remove paving assembly as required to expose subgrade.

## 3.06 LANDSCAPE AND IRRIGATION SYSTEMS DEMOLITION AND RENOVATION

A. Clearing, grubbing, and planting demolition.

1. Remove grass and grass roots to a minimum depth of two inches below existing grade.

2. Remove all shrubs, plants and other vegetation within the area of the work unless designated to remain. Grub and remove all roots of all vegetation to a depth of 24 inches below existing grade.

3. Remove only those trees which are specifically designated for removal, or as shown on the drawings, within the construction area. Remove all stumps. Remove root ball and root systems larger than 1 inch in diameter to a depth of two feet below existing or finished grades, whichever is lower and a minimum of five feet beyond the edge of paving, structure, wall or walkway.

4. Hand cut existing tree roots over 1 inch in diameter as necessary for trenching or other new construction, apply multiple coats of emulsified asphalt sealant especially made for horticultural use on cut or damaged plant tissues to cut faces and adjacent surfaces. Cover exposed roots with wet burlap to prevent roots from dying out until backfilling is complete.

5. Disking and mixing of vegetation, trash, debris, and other deleterious materials with surface soils prior to grading is not permitted.

6. Remove all buried debris, organic material, rubble, trash, or other material not deemed suitable by the Geotechnical Engineer.

7. Fill all voids or excavations resulting from clearing, demolition, or removal of vegetation with fill material in compliance with Section 310000.

8. Selected equipment of such sizes and capacities that the existing environment is disturbed as little as possible, and to afford ease of mobility within limited and relatively confined work areas. Make every effort to preserve the topography in its natural state.

9. Keep drains, catch basins, surface drainage courses and related drainage system components clear of debris and construction materials.

10. Remove irrigation piping and appurtenances as necessary within area of work, unless noted otherwise to remain. Replace irrigation piping and appurtenances to irrigate new and/or existing landscaping. Contractor shall be responsible for temporary landscape irrigation until such time that irrigation system is restored and operational.

## 3.07 DISPOSAL

Demolished materials become property of the Contractor and shall be removed from premises, except those items specifically listed to be retained by Owner.

A. Dispose of all demolished material, trash, debris, and other materials not used in the work in accordance with the regulations of jurisdictional authority.

B. It is recommended that all materials that are of a recyclable nature, be transported to a suitable legal recycling facility instead of a dump or refuse facility (unless they are one-in-the same).

C. Burning and Burying of Materials: NOT ALLOWED.

D. Haul Routes:

1. Obtain permits as required by jurisdictional agencies. Establish haul routes in advance; post flagmen for the safety of the public and workmen.

2. Keep streets free of mud, rubbish, etc.; assume responsibility for damage resulting from hauling operations; hold Owner free of liability in connection therewith.

E. Remove demolished materials and debris from site on a daily basis.

## 3.08 CLEANING

A. Upon completion of work of this Section promptly remove from the working area all scraps, debris.

C. Clean excess material from surface of all remaining paved surfaces and utility structures.

D. Power wash all concrete surfaces to remove stains, dried mud, tire marks, and rust spots.

END OF SECTION 024100

## PART 1 - GENERAL

### 1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 32 16 00, Site Concrete, for post footings.

### 1.03 QUALITY ASSURANCE

A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.

B. Use materials and products of one manufacturer whenever possible.

C. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.

### 1.04 SUBMITTALS

A. Refer to Section 01 30 00.

B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

C. Samples: The following samples are required. Submit per Section 01300.

1. Submit sample for each type of material and letter font to Architect for review.

2. Manufacturer's full range of colors for Architect's selection.

D. Shop Drawings: Show all parts, connections and anchorages, adjacent materials, fully dimensioned and noted. Include dimensioned layout and installation details for field installation.

### 1.05 REFERENCES AND STANDARDS

A. Title 24, Part 2, CCR, California Building Code.

B. Title 19, CCR, Article 33.01(i).

### 1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver undamaged products to job in manufacturer's sealed containers and/or original bundles with tags and labels intact.

B. Store materials in protected, dry conditions off of ground and in areas so as to not interfere with the progress of the work.

C. Transport, store and handle in strict accord with the manufacturer's written recommendations.

D. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

## 1.07 FIELD MEASUREMENTS

A. Make and be responsible for all field dimensions necessary for proper fitting and completion of work. Report discrepancies to Architect before proceeding.

## PART 2 - PRODUCTS

## 2.01 PLASTIC SIGNS

A. General (unless otherwise noted): 1/8" thick minimum acrylic; subsurface applied 3M (or approved equal) vinyl graphics and subsurface applied paint.
   1. Raised Characters and Lettering
      i. Raised characters and Lettering: Symbols and letters shall be raised above subsurface a minimum 1/32".
      ii. Case: Characters and letters shall be uppercase.
      iii. Style: Characters and letters shall be Sans Serif. Characters and letters shall not be italic, oblique, script, highly decorative or of other unusual forms.
      iv. Character proportions: Character shall be proportioned where the width of the uppercase letter "O" is 60 percent minimum and 110 percent maximum of the height of uppercase letter "I".
      v. Height: Lettering shall be 1 inch high minimum and 2 inch high maximum on the height of an uppercase "I" with 15% stroke width of the uppercase letter "I".
      vi. Character spacing shall be measured between the two closest points of adjacent raised characters, excluding word spaces. Where characters have rectangular cross sections, spacing between individual raised characters shall be 1/8 inch minimum and 4 times the raised character stroke width maximum. Where characters have other cross sections, spacing between individual raised characters shall be 1/16 inch minimum and 4 times the raised character stroke width maximum at the base of the cross sections, and 1/8" minimum and 4 times the raised character stroke width maximum at the top of the cross sections. Characters shall be separated from raised borders and decorative elements 3/8 inch minimum
      vii. Line Spacing: Spacing between the baselines of separate lines of raised characters within a message shall be 135 percent minimum and 170 percent maximum of the raised character height.
      viii. Symbols where specified shall be international style.
   2. Braille: Braille shall be contracted (Grade 2) Braille
      i. Raised characters and letters shall be duplicated with contracted Grade 2 Braille at **all** locations, except occupancy sign locations.
      ii. Braille dots shall have a domed or rounded shape and shall have the following spacing:
         - Dot base diameter: 0.059 (1.5 mm) to 0.063 (1.6 mm)
         - Distance between dots in the same cell: 0.100 (2.5 mm)
         - Distance between corresponding dots in adjacent cells: 0.300 (7.6 mm)
         - Dot height: 0.025 (0.6 mm) to 0.037 (0.9 mm)
         - Distance between corresponding dots from one cell directly below: 0.395 (10 mm) to 0.400 (10.2 mm)
      iii. Position: Braille shall be positioned below the corresponding text in a horizontal

format, flush left or centered. If text is multi-lined, Braille shall be positioned below the entire text. Braille shall be separated 3/8 inch (9.5 mm) minimum and ½ inch (12.7 mm) maximum from any other tactile characters and 3/8 inch (9.5 mm) minimum from raised borders and decorative elements.

3. Toilet Room Signs: At all toilet rooms provide one (signs a. - e.) of the following at each entry door. (Specific usage of each sign type to be verified at time of shop drawing submittal.)

   a. Girls: 12 inch diameter circle, 1/8 inch thick with eased edges; International symbol for girls with the word "GIRLS" below symbol.

   b. Boys: Equilateral triangle with sides 12 inches long, 1/8 inch thick with eased edges; International symbol for boys with the word "BOYS" below symbol.

   c. Women: 12 inch diameter circle, 1/8 inch thick with eased edges; International symbol for women with the word "WOMEN" below symbol.

   d. Men: Equilateral triangle with sides 12 inches long, 1/8 inch thick with eased edges; International symbol for men with the word "MEN" below symbol.

   e. Unisex: Equilateral triangle with sides 12 inches long on 12 inches diameter circle, both 1/8 inch thick, both with eased edges. International symbol for unisex restroom.

   f. All restrooms: In addition to the signs listed above, provide at every door a 14" wide, 7" high rectangle, 1/8" thick with eased edges; 6" high international wheelchair symbol. 1" raised lettering, specifying the room name to the left of the symbol with contracted Grade #2 Braille translation below.

   g. Geometric symbols shall have their color and contrast distinctly different from the color and contrast of the door.

3. Exit Signs:

   a. General: Signs to be listed by UL for their appropriate use.

   b. All rooms exiting from building to outside shall be provided with a tactile exit sign. Signs shall be 125" thick "Westinghouse Micarta" high pressure laminate. Background shall be sandblasted away leaving integral raised letters and Braille. Paint entire front surface of sign. With the exception of Braille, and unless otherwise noted, all raised typography and symbols shall be colored by the silkscreening process. Braille shall remain the same color as the sign background color.

   c. Illuminated Exit Signs: see electrical.

4. Room Identification Signs: Provide at each classroom and other areas as noted on the Door Schedule or drawings.

   a. .125" thick "Westinghouse Micarta" high pressure laminate. Background shall be sandblasted away leaving integral raised letters and Braille. Paint entire front surface of sign. With the exception of Braille, and unless otherwise noted, all raised typography and symbols shall be colored by the silkscreening process. Braille shall remain the same color as the sign background color.

b. Provide name and room number at each door indicated. Names and numbers to be reviewed and approved by Architect and School District prior to fabrication. Allow 4 numbers and 14 letters for each sign.

c. Sign to be as detailed on drawings and installed as directed on, or adjacent to, doors.

B. All signage to comply with the Americans with Disabilities Act Standards and requirements.

## 2.02 METAL SIGNS

A. Metal Reflectorized Signs: Porcelain on steel with beaded text.

1. Accessible parking stalls: 70 square inches minimum in size. International symbol of accessibility in white against dark blue background, no text.

2. Van Accessible: Same as Handicapped Parking Sign with "Van Accessible" below the symbol. Mount at 6'-8" minimum above finish grade.

3. Stop sign: Standard 18" min. hexagonal shape, red & white, post mounted to meet City standards.

B. Metal Painted Signs: Baked enamel on steel.

1. Parking Lot Entrances: 17 inches wide x 22 inches high, with 1 inch high letters on dark blue background. Sign is to read:

"Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or license plates issued for persons with disabilities may be towed away at owner's expense. Towed vehicles may be reclaimed at [_____*_____] by telephoning [_____*_____].

**[Blank spaces are to be filled in with appropriate information as a permanent part of the sign. Contact owner for name and phone number of towing service.]**

2. Traffic Control: Signs shall comply with State of California, Business, Transporation and Housing Agency, Department of Transportation 1990 Uniform Sign Chart.

3. Gate Sign: Provide sign in all caps at entry gate(s) as described in drawings.

# PART 3 - EXECUTION

## 3.01 INSPECTION

A. Prior to installation, carefully inspect and verify that the installed work of other trades is complete to the point where this installation may properly commence.

B. Verify that specified items may be installed in accordance with the approved design.

C. In the event of discrepancy, immediately notify Architect. Do not proceed in discrepant areas until discrepancies have been fully resolved.

## 3.02 INSTALLATION OF SIGNS

A. Install signs in compliance with approved Shop Drawings.

B. Sign Mounting:

1. Surface mounted: Use minimum 4 recessed flush head tamper-proof screws per sign in addition to adhesive as recommended by manufacturer for given surface finish. Provide appropriate anchors in substrate as needed (such as expansion shields at masonry, etc.).

   a. Center on door laterally at 60 inches above finish floor.

   b. Install signs on wall adjacent to the latch side of the door. Where there is no wall space to the latch side, including double doors, locate at nearest adjacent wall.

   c. Locate such that a person may approach within 3 feet of signage without encountering protruding objects or standing within door swing path.

2. Post mounted: Galvanized steel carriage bolt with hex nut and washer. Touch up bolt head with paint to match background. Install post shown on drawings.

   a. Accessible Parking Stall Sign: Locate bottom of sign 6'-8" above paved surface. Center in front of stall. Provide one sign at each stall.

   b. Parking Lot Entry Sign: Locate bottom of sign 6'-8" above paved surface or 3'-0" above grade/turf. Locate per drawings.

   c. Stop Sign: Locate bottom of sign 6 ft. 8 in. above paved surface. Locate per drawings.

3. Posts: Size as shown; ASTM A-53, Grade B; Hot-dip process per ASTM A153.

C. Locations of all signs must be per approved Shop Drawings.

D. Other Signs: Install at location as directed by the Architect. Mounting method to be permanent, vandal resistant, approved by Architect.

## 3.03 PROTECTION

A. Protect work and materials of this Section and other Sections prior to and during installation, and protect the installed work and materials of all other trades.

B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

## 3.04 ADJUSTING AND CLEANING

A. Remove all dust, dirt, fingermarks, etc. from signs and letters, as recommended by manufacturer.

END OF SECTION

**FIRE EXTINGUISHERS**

**Section 10 44 16**
**19-32-048**

## PART 1 - GENERAL

### 1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. See other sections.

### 1.03 QUALITY ASSURANCE

A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.

B. Use materials and products of one manufacturer.

C. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.

D. All devices shall be approved by Underwriters' Laboratories, Inc., bear UL Label and be approved by the State Fire Marshal.

### 1.04 SUBMITTALS

A. Refer to Section 01 33 00.

B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

C. Shop Drawings: Submit showing all parts, connections and anchorages, adjacent materials, fully dimensioned and noted.

D. Submittals shall include the statement that all extinguishers and cabinets comply with the current applicable UL and NFPA classifications and ratings. Include in-wall blocking requirements.

E. Provide written instructions to Owner's personnel in the operation, maintenance and charging of the fire extinguishers furnished.

### 1.05 GUARANTEE

A. Refer to General Conditions and Section 01 33 00.

### 1.06 REFERENCES AND STANDARDS

A. Title 24, Part 2, CCR, California Building Code.

B. Conform to all applicable standards of the National Fire Protection Association (NFPA) and California State Fire Marshal (CSFM) for fire extinguisher cabinets and location.

## 1.07 DELIVERY, STORAGE AND HANDLING

A. Deliver undamaged products to job in manufacturer's sealed containers and/or original bundles with tags and labels intact.

B. Store materials in protected, dry conditions off of ground and in areas so as to not interfere with the progress of the work.

C. Transport, store and handle in strict accord with the manufacturer's written recommendations.

D. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

## 1.08 FIELD MEASUREMENTS

A. Make and be responsible for all field dimensions necessary for proper fitting and completion of work. Report discrepancies to Architect before proceeding.

# PART 2 - PRODUCTS

## 2.01 EXTINGUISHERS

A. UL Rated 2A-10BC multipurpose chemical extinguishers shall be 5 lb. nominal capacity multi-purpose dry chemical type, bearing U.L. Label; finish shall be red enameled steel: Cosmic Extinguishers by JL Industries.

B. Tamperseals on each extinguisher shall be of the breakable metal type, indicating accidental or unauthorized partial discharge.

C. Pressure gauges on each extinguisher shall be of the dial type.

D. Mounting brackets:

1. Brackets shall be as furnished by the manufacturer of the extinguisher for the equipment specified. Brackets shall be of quick release design, not subject to release by bumping.

2. Bracket attachments shall be furnished with each bracket, suitable for the surface to which attachment is to be made.

# PART 3 - EXECUTION

## 3.01 INSPECTION

A. Prior to installation of work of this Section, carefully inspect and verify that the installed work of all other trades is complete to the point where this installation may properly commence.

B. Verify that specified items may be installed in accordance with the approved design.

C. In the event of discrepancy, immediately notify Architect. Do not proceed in discrepant areas until discrepancies have been fully resolved.

## 3.02 PROTECTION

A. Protect work and materials of this Section and other Sections prior to and during installation, and protect the installed work and materials of other trades.

B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

## 3.03 INSTALLATION

A. Where exact location of cabinets is not indicated, locate as directed by Architect.

B. Install cabinets in accord with manufacturer's instruction and approved shop drawings.

C. Install so that handle of extinguisher is at 48 inches above finished floor line.

D. Prepare recesses in walls for cabinets as required by type and size of cabinet and style of trim and to comply with manufacturer's instructions. Provide blocking, backing and other materials necessary for proper attachment and fire rating.

E. Anchor cabinets and brackets securely in place.

## 3.04 INSTALLATION OF FIRE EXTINGUISHERS

A. Determine approximate completion date of work and then inspect, charge, and tag fire extinguishers not more than 10 days before nor less than one day before actual completion of work.

B. The installation of the specified fire extinguishers in no way relieves the Contractor from providing adequate fire protection during the course of this work.

END OF SECTION

**ASPHALT CONCRETE PAVING**
**Section 32 12 00**
**19-32-048**

## PART 1 - GENERAL

### 1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 015000, Construction Facilities and Temporary Controls.

### 1.03 QUALITY ASSURANCE

A. Use only new materials and products, unless existing materials or products are specifically shown otherwise on the Drawings to be salvaged and re-used.

B. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.

C. The representatives of the Owner's testing lab will not act as supervisor of construction, nor will they direct construction operations. Neither the presence of the Owner's testing lab representatives nor the testing by the Owner's testing lab shall excuse the contractors or subcontractors for defects discovered in their work during or following completion of the project. Correcting inadequate compaction is the sole responsibility of the contractor.

D. Contractor shall provide verification that asphalt mix temperature meets the requirements of this specification at time of application.

E. Contractor shall be solely responsible for all subgrades built. Any repairs resulting from inadequate compaction is the responsibility of the contractor.

F. Sieve analysis from testing laboratories identifying rock/sand percentages within the asphalt mix shall have a testing date within 90 days of contract signing.

G. Sieve analysis from a testing laboratory identifying rock/sand percentages within the class 2 aggregate base rock shall have a testing date within 90 days of contract signing.

### 1.04 SUBMITTALS

A. Refer to Section 013300.

B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

### 1.05 WARRANTY

A. Refer to General Conditions and Section 017836.

## 1.06 REFERENCES AND STANDARDS

A. ANSI/ASTM D698-00 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 Kg) Rammer and 12 inch (304.8 mm) Drop.

B. ANSI/ASTM D1556-00 - Test Method for Density of Soil in Place by the Sand-Cone Method.

C. ANSI/ASTM D1557-02 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 Kg) Rammer and 18 inch (457 mm) Drop.

D. ANSI/ASTM D 3017-05 Test Methods for Moisture Content of Soils and Soil-Aggregate Mixture by Nuclear Methods (Shallow Depth).

E. ANSI/ASTM D 422-63 Test Method for Particle Size Analysis of Soil.

F. ANSI/ASTM D 4318-05 Test Method for Liquid Limit, Plastic Limit, and Plasticity Limit.

G. CALTRANS Standard Specifications.

H. CAL-OSHA, Title 8, Section 1590 (e).

I. Any work within the street, highway or right-of-way shall be performed in accordance with the requirement of the governmental agencies having jurisdiction, and shall not begin until all of those governing authorities have been notified.

## 1.07 DELIVERY, STORAGE AND HANDLING

A. Transport, store and handle in strict accord with the local jurisdiction.

B. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

## 1.08 PROJECT CONDITIONS

A. Environmental Requirements:

1. Base Course: Do not lay base course on muddy subgrade, during wet weather, or when atmospheric temperature is below 40 degrees F.
2. Asphalt Surfacing: Do not apply asphaltic surfacing on wet base, during wet weather, or when atmospheric temperature is below 50 degrees F.

## 1.09 EXISTING SITE CONDITIONS

A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Architect promptly for instructions. Failure to notify will make Contractor liable for damage to these utilities arising from Contractor's operations subsequent to discovery of such unknown active utilities.

## 1.10 PROTECTION

A. Adequate protection measures shall be provided to protect workmen and passers-by on and off the site. Adjacent property shall be fully protected throughout the operations. Blasting will not be permitted. Prevent damage to adjoining improvements and properties both above and below grade. Restore such improvements to original condition should damage occur. Replace trees and shrubs outside building area disturbed by operations.

B. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for working conditions at the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and shall not be limited to normal working hours.

C. Any construction review of the Contractor's performance conducted by the owner's representative is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

D. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. The contractor shall make a reasonable effort on a daily basis to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.

E. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.

F. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance. Dust control measures shall be in accordance with the local jurisdiction.

## 1.11 SEASONAL LIMITS

A. No fill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by rains, fill operations shall not be resumed until field tests indicate that moisture content and density of fill are satisfactory.

## 1.12 TESTING

A. General: Refer to Section 014000 – Quality Requirements.

B. Geotechnical Engineer: Owner is retaining a Geotechnical Engineer to determine compliance of fill with Specifications, and to direct adjustments in fill operations. Costs of Geotechnical Engineer will be borne by Owner; except those costs incurred for re-tests or re-inspection will be paid by Owner and backcharged to Contractor.

# PART 2 - PRODUCTS

## 2.01 MATERIALS

A. Sterilant: Soil sterilizer shall be CIBA GEIGY's Pramatol 25-E, Treflan EC or Thompson-Hayward Casoron.

1. Soil sterilizer shall be applied in strict accordance with manufacturer's instructions.

B. Base Course Aggregate: State Specifications, Section 26, Class 2 aggregate base (3/4"

max.).

C. Asphalt Binder: Steam-refined paving asphalt conforming to State Specifications, Section 92, viscosity grade PG 64-10. Asphalt binder additives for WMA per Caltrans approved list of manufacturer's.

D. Liquid Asphalt Tack Coat: Per CALTRANS section 94.

E. Surface Course Aggregate: Mineral aggregates for Type "B" asphalt concrete, conforming to State Specifications 39-2.02, Type B, ½" maximum, medium grading. 3/8" maximum grading at Playcourt.

F. Seal Coat: shall be a pre-mixed asphalt emulsion blended with select fillers and fibers such as:

1. "Park-Top No. 302", Western Colloid Products.
2. "OverKote", Reed and Gram.
3. "Drivewalk", Conoco Oil.

G. Wood Headers and Stakes: Pressure treated.

H. Pavement Marking: Colors as directed by Architect. Colors of painted traffic stripes and pavement markings must comply with ASTM D 6628.

1. Waterborne traffic line - colors white, yellow and red, State specification PTWB-01R3.
3. Waterborne traffic line for the international symbol of accessibility and other curb markings – blue, red and green, Federal specification TT-P-1952F.

I. Precast Concrete Bumpers: 3000 psi at 28 day minimum strength; 48" length unless otherwise indicated; provide with steel dowel anchors and concrete epoxy.

J. Pavement Epoxy; K-Lite; Ktepx-590; Ennis Epoxy HPS2 or an approved equal.

K. Crack Filler;
1. Cracks up to ½": QPR model CAR08, 10oz asphalt crack filler; Star STA-FLEX Trowel Grade crack filler or approved equal.
2. Cracks ¼" – 1": "Docal 1100 Viscolastic, distributed by Conoco, Inc., Elk Grove, CA, (916) 685-9253, or approved equal.
2. Cracks greater than 1": Hot Mix, Topeka.

L. Reclaimed Asphalt Paugment (RAP). HMA Type A or Type B may be produced using RAP providing it does not exceed 15% of the aggregate blend.

## 2.02 MIXES

A. General: Plant mixed conforming to State Specifications, Section 39, Type B, ½" maximum, medium grading. 3/8" maximum grading shall be used at hardcourt.

B. Temperature of Hot Mix Asphalt: Not less than 275 degrees F nor more than 325 degrees F when added to aggregate.

C. Temperature of Hot Mix Aggregate: Not less than 250 degrees F nor more than 325 degrees F when asphalt is added.

D. Temperature of Hot Mix Asphalt Concrete: Asphalt shall be not less than 285 degrees at time of application, nor more than 350 degrees. Asphalt not meeting the required temperature shall not be used.

E. Temperature of Warm Mix Asphalt: Mixing and placement; Per the approved manufactures heat range recommendations for mixing and placement.

## PART 3 - EXECUTION

### 3.01 EXAMINATION OF CONDITIONS

A. Conditions of Work in Place: Subsurfaces which are to receive materials specified under this Section shall be carefully examined before beginning work hereunder, and any defects therein shall be reported, in writing, to the Architect. Work shall not be started until such defects have been corrected. Starting of work shall imply acceptance of conditions as they exist.

### 3.02 PREPARATION

A. Sub-Grade: Clean, shape and compact to hard surface free from elevations or depressions exceeding 0.05' in 10' from true plan. Compact per Section 310000. Compaction and moisture content shall be verified immediately prior to placement of aggregate base. Proof roll subbase in presence of geotechnical engineer prior to placement of aggregate base.

B. Cleaning: Existing surfaces and new surface shall be clean of all dirt, sand, oil or grease. All cracks shall be cleaned and free of all debris and vegetation. Hose down entire area with a strong jet of water to remove all debris.

### 3.03 INSTALLATION

A. Headers:

1. General: Install as edging to asphalt paving, except where adjoining existing pavement, concrete curbs, walks or building.
2. Existing Headers: Remove existing headers where new paving will join existing. Saw cut existing asphalt to provide clean edge.
3. Lines and Levels: Install true to line and grade. Cut off tops of stakes 2-inches below top of header so they will not be visible on completion of job.

B. Asphalt Paving:

1. Base Course: Install in accord with State Specifications, Section 26. Compact to relative compaction of not less than 95%, ASTM D1557. The material shall be deposited on the subgrade in such a manner as to provide a uniform section of

material within five percent tolerance of the predetermined required depth. Deposition will be by spreader box or bottom dump truck to prevent segregation of the material. The material so deposited on the subgrade shall have sufficient moisture which, in the opinion of the Architect is adequate to prevent excessive segregation. It shall then be immediately spread to its planned grade and cross section. Undue segregation of material, excessive drifting or spotting of material will not be permitted. If in the opinion of the site geotechnical engineer, the material is unsuitably segregated, it shall be removed or completely reworked to provide the desired uniformity of the material.

a. Moisture content and compaction of base material shall be tested immediately prior to placement of asphalt paving.

2. Sterilant: Apply specified material at manufacturer's recommended rate. Applicator of sterilant material shall be responsible for determining location of all planter areas. Apply specified material over entire base course area just prior to application of asphalt. Follow manufacturer's printed directions.
3. Liquid Asphalt Tack Coat: Apply as "tack coat" to all vertical surfaces of existing paving, curbs, walks, and construction joints in surfacing against which paving is to be placed.
4. Asphalt Concrete Surface Course:

a. Comply with State Specifications, 39-6 except as modified below.

1) Final gradation shall be smooth, uniform and free of ruts, humps, depressions or irregularities, with a minimum density of 95% of the test maximum density determined by California Test Methods #304 and 375. Maximum variation 1/8 inch in 10' when measured with steel straightedge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix. In no case shall accessible parking spaces or loading and unloading areas exceed 2% slope in any direction.

2) Asphalt material shall be delivered to the project site in a covered condition to maintain acceptable temperature. Onsite inspector shall verify temperature of asphalt upon truck arrival to the site.

5. Placement and adjustment of Frames, Covers, Boxes and Grates: The Contractor shall set and adjust to finish grade all proposed and existing frames, covers, boxes, and grates of all manholes, drop inlets, drain boxes, valves, cleanouts, electrical boxes and other appurtenant structures prior to placement of asphaltic concrete.
6. Water Testing: All paved areas shall be water tested, to check drainage, in the presence of the project inspector prior to placement of seal coat. The surface of asphalt paving shall not vary more than 1/8 inch above or below the grade established on the plans. If variations in grade are present, they will be corrected by overlaying paving and/or pavement removal and replacement as directed by the Architect.

7. Patching: Cut existing paving square and plumb at all edges to be joined by new paving. In trenches; grind existing asphalt on each side of trench 3" wide x ½ the depth of the section. Apply tact coat to vertical surfaces before installing new work. Warp carefully to flush surface, with seal over joints, and feather edge. Sawcut, remove and patch existing paving where cutting is necessary for installation of piping or conduits under Divisions 2, 15 and 16.

C. Seal Coat:

1. Seal coat shall be applied no sooner than 30 days from time of asphalt placement.
2. Surface Preparation: surface and cracks shall be clean of all dirt, sand, oil or grease. All cracks shall be filled to a level condition after curing. Make multiple fill applications until a level condition is achieved. Failure to do so will be the reason for rejection. Hose down entire area with a strong jet of water to remove all debris. Remove soft, loose, or otherwise damaged areas of asphalt concrete to full depth of damage and replace with compacted hot mix asphalt concrete as specified herein. Minor holes and imperfections may be patched using hot mix asphalt or mastic using sand/SS-1-H. Use wire brush for removal of oil and grease; prime with shellac or synthetic resin as recommended by manufacturer of pavement sealer material.
3. Seal Coat Seal Application: Thoroughly mix materials and apply in the presence of the onsite inspector. Failure to do so will be cause for rejection. Apply in accordance with manufacturer's written instructions.

   a. The minimum application rate for each applied coat shall be 30gals per 1000 sq. ft. Two coats of sealcoat will be required.

   d. Clean-Up and Precautions: As recommended by pavement sealer material manufacturer.

D. Asphalt Concrete Overlay Paving:

1. Comply with State Specifications, 39-6 except as modified below.

2. Grind or remove existing asphalt concrete paving at limits of overlay paving to provide a minimum 1 1/2" overlay thickness. Limits of grinding or removal shall be field verified to insure that finished paving surface will have a one percent minimum slope.
3. Thoroughly clean surface to remove vegetation, dirt, sand, gravel and water from surface and from cracks. Vegetation shall be treated 7 days prior to removal with an herbicide.
4. Cracks greater than 1 inch shall be filled with hot mix asphalt and rolled and compacted. Cracks less than one inch shall be filled with crack filler. Potholes shall be filled with hot-mix rolled and compacted. Contractor shall have Engineer approve crack and pothole repair prior to overlay. Provide leveling courses of hot mix asphalt as required to achieve finish grades shown on the drawings.

   a. Cracks less than one inch in width shall be level after curing. Contractor shall make multiple filling applications as necessary to achieve a level

condition.

5. Place overlay when ambient air temperature is 40 degrees F. and rising, and when pavement is dry.
6. An asphalt tack coat shall be applied to existing surface area at a rate of 0.20 gallons per square yard. Application width shall be width of fabric plus 2 to 6 inches.
7. Place, spread and compact asphalt overlay to provide a minimum density of 95% of maximum theoretical unit weight as determined by California Test Method #304. Maximum variation 1/8" in 10' when measured with steel straight edge in any one direction. Test paved areas for proper drainage by applying water to cover area. Correct portions that do not drain properly by patching with plant mix. Minimum compacted overlay thickness 1 1/2 inches.

D. Pavement Marking: pavement markings shall be done only after the seal coat has thoroughly dried. Existing surfaces to be striped with traffic paint shall be cleaned of dust, dirt, grime, oil, rust or other contaminants which will impair the quality of work or interfere with proper bond of paint coats. Surfaces shall be thoroughly cleaned by whatever means necessary that will satisfactorily accomplish the purpose without damage to asphalt concrete. Provide measured layouts, temporary markings, templates, and other means necessary to provide required marking. Prepare and apply paint in accordance with manufacturer's instructions; paint shall be applied by spray and shall achieve complete coverage free from voids and thin spots. Where indicated on the Drawings, paint parking stall strips, lettering, arrows, accessible symbols, playfield markings, etc. on asphalt concrete paving. Paint strips shall be 4 inches wide (except otherwise indicated) and applied with two (2) coats of herein specified Traffic Line Paint; white (except as otherwise specified or indicated).

1. Paints shall be delivered to the site in unopened containers.

    a. Paint shall not be diluted, or watered down.
    b. Paint shall be applied in 10-12 wet mil thickness (4-6 mil dried). Each coat thickness shall be verified by the project inspector.

2. International Accessible Symbol: Symbol shall be white figures on a blue background. Blue shall be equal to color No. 15090 in Fed. Std. 595c. Lines and symbols shall be accurately formed and true to line and form; lines shall be straight and uniform in width. Painted edges shall be clean cut and free from raggedness, and corners shall be cut sharp and square. Tolerances: Apply striping within a tolerance 1/2 inch in 50 feet. Apply markings and striping to widths indicated with a tolerance of 1/4 inch on straight sections and 1/2 inch on curved sections.

E. Colors: As directed by Architect

F. Precast Concrete Bumpers: Install in location where shown, using steel rebar dowels, and epoxy.

**3.04** DEFECTIVE ASPHALT;

Defective asphalt is as described below.

A. Exposed rock pockets on the finished surface that lack the # 8- #200 fines that is required per the sieve analysis.

B. Asphalt not placed to the design grades.

C. Asphalt that ponds water.

D. Asphalt that was compacted below the minimum required temperature and is cracked.

E. Asphalt that fails to meet the minimum compaction requirements.

F. Asphalt that lacks the minimum thickness required per plan.

G. New asphalt contaminated by a petroleum product, or spilled paint.

H. Asphalt that has depressions, cracks, scored divits from dumpster wheels, heavy equipment use, heavy construction products,

I. Asphalt placed on pumping, unstable sub-grades.

## 3.05 CLEANING

A. Refer to Section 017400.

B. Upon completion of work of this Section promptly remove from the working area all scraps, debris and surplus material of this Section.

C. Clean excess material from surface of all concrete walks and utility structures.

END OF SECTION

**SITE CONCRETE**
**Section 32 16 00**
**19-32-048**

## PART 1 - GENERAL

### 1.01 INCLUSION OF OTHER CONTRACT DOCUMENTS

A. The General Conditions, Supplementary Conditions and Division 1 are fully applicable to this Section, as if repeated herein.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 014500, Testing Lab Services.

### 1.03 QUALITY ASSURANCE

A. Use only new materials and products.

B. Use materials and products of one manufacturer whenever possible.

C. All materials, components, assemblies, workmanship and installation are to be observed by the Owner's Inspector of Record. Work not so inspected is subject to uncovering and replacement.

D. Sieve analysis from testing laboratories identifying rock/sand percentages within the concrete mix; or class 2 aggregate base shall have the current project name and project location identified on the report. Outdated analytical reports greater than 90 days old will not be accepted

### 1.04 SUBMITTALS

A. Refer to Section 133300.

B. Manufacturer's Data: Submit list and complete descriptive data of all products proposed for use. Include manufacturer's specifications, published warranty or guarantee, installation instructions, and maintenance instructions.

C. Materials list: Submit to the Architect a complete list of all materials proposed to be used in this portion of the work. Submitted items should include but are not limited to sand, gravel, admixtures, surface treatments, coloring agents, sealers, fibers, cast-in-place accessories, forming and curing products and concrete mix designs.

D. With concrete submittal, provide documented history of mix design performance.

### 1.05 WARRANTY

A. Refer to General Conditions and Section 017836.

### 1.06 REFERENCES AND STANDARDS

A. California Building Code, latest edition.

B. ACI Standards, ACI 211.1, ACI 318-14, ACI 302, IR-04, ACI 301-16, ACI 305R-10, ACI 306R-16, ACI 308-16.

C. ASTM C-94, Specification for Ready-Mixed Concrete.

D. Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice (latest edition).

E. ASTM – American Society for Testing and Materials.

## 1.07 DELIVERY, STORAGE AND HANDLING

A. Deliver undamaged products to job in manufacturer's sealed containers and/or original bundles with tags and labels intact.

B. Store materials in protected, dry conditions off of ground and in areas so as to not interfere with the progress of the work.

C. Transport, store and handle in strict accord with the manufacturer's written recommendations.

D. Make delivery to job when notified by Contractor verifying that the job is ready to receive the work of this Section and that arrangements have been made to properly store, handle and protect such materials and work.

E. Store cement in weather tight building, permitting easy inspection and identification. Protect from dampness. Lumpy or stale cement will be rejected.

F. Aggregates: Prevent excessive segregation, or contamination with other materials or other sizes of aggregate. Use only one supply source for each aggregate stock pile.

## 1.08 TESTING

A. General: Refer to Section 014000 – Quality Requirements.

B. Cement and Reinforcing shall be tested in accordance with CBC Section 1910A. Testing of reinforcing may be waived in accordance with Section 1910A.2 when approved by the Structural Engineer and DSA.

## 1.09 ADEQUACY AND INSPECTION

A. Design, erect, support, brace and maintain formwork and shoring to safely support all vertical and lateral loads that might be applied until such loads can be carried by concrete.

B. Notify Inspector, Architect and DSA at least 48 hours prior to placing of concrete.

## 1.10 PROTECTION

A. Finish surfaces shall be protected at all times from concrete pour. Inspect forming against such work and establish tight leak-proof seal before concrete is poured. Finish work damaged, defaced or vandalized during the course of construction shall be replaced by contractor at contractor expense.

## 1.11 FIELD MEASUREMENTS

A. Make and be responsible for all field dimensions necessary for proper fitting, slopes and completion of work. Report discrepancies to Architect before proceeding.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

A. Cement: Portland cement, ASTM C150, Type II, per ACI 318-14 Section 26.4.

B. Concrete Aggregates: Normal weight aggregates shall conform to ASTM C33, except as modified by this section. Combined grading shall meet limits of ASTM C33. Lightweight aggregate shall conform to ASTM C330, suitably processed, washed and screened, and shall consist of durable particles without adherent coatings.

C. Water: Clean and free from deleterious amounts of acids, alkalis, scale, or organic materials and per ACI 318-14 Section 26.4.1.3.1.

D. Fly Ash: Western Fly Ash, conforming to ASTM C618 for Class N or Class F materials (Class C is not permitted). Not more than 15% (by mass) may be substituted for portland cement.

E. Water Reducing Admixture: Admixture to improve placing, reduce water cement ratio, and ultimate shrinkage may be used. Provide WRDA 64 by Grace Construction Products or approved equal. Admixture shall conform to ASTM C494 and ACI 318-14 Section 26.4.1.4.19(a). Such admixture must receive prior approval by the Architect, Structural Engineer, and the Testing Lab, and shall be included in original design mix.

F. Air-entraining Admixture: Daravair 1000 by Grace Construction Products or approved equal. Admixture must conform to ASTM C260 and ACI 318-14, section 26.4.1.4.

G. Surface Retarder (for exposed aggregate finishes): Rugasol-S by Sika Corporation or approved equal.

H. Form Coating: Material which will leave no residue on concrete surface that will interfere with surface coating, as approved by the Architect.

I. Expansion Joint Material: Preformed 3/8" fiber material, full depth of concrete section, with bituminous binder manufactured for use as concrete expansion joint material, as accepted by the Architect.

J. Reinforcement Bars: New billet steel deformed bars conforming to requirements of ASTM A615 or ASTM A706; Grade 60. Dowels for installation through expansion joints or construction joints to existing sidewalks or concrete features shall be smooth or shall be sleeved on one end for slippage.

K. Reinforcing supports: Galvanized metal chairs or spacers or metal hangers, accurately placed 3'-0" O.C.E.W. Staggered and each support securely fastened to steel reinforcement in place. Bottom bars in footings may be supported with 3" concrete blocks with embedded wire ties. Concrete supports without wire ties will not be allowed.

L. Truncated Domes: Vitrified Polymer Composite (VPC), Cast-In-Place Detectable/Tactile Warning Surface Tiles; "Armor-Tile", "Access Tile Tactile Systems", or approved equal. Tiles shall comply with Americans with Disabilities Act and the California Code of Regulations (CCR) Title 24, Part 2, Chapter 11B. Install tiles as recommended by manufacturer.

1. Color: Federal yellow only.

M. Curing Compound (for exterior slabs only): Burke Aqua Resin Cure by Burke by Edoco, 1100 Clear by W.R. Meadows or accepted equal. Water based membrane-forming concrete curing compound meeting ASTM C 309 and C1315.

N. Concrete Bonding Agent: Weld-Crete by Larson Products Corp., Daraweld C by Grace Construction Products or accepted equal.

O. Patching Mortar: Meadow-Crete GPS, one-component, trowel applied, polymer enhanced, shrinkage-compensated, fiber reinforced, cementitious repair mortar for horizontal, vertical and overhead applications as manufactured by W.R. Meadows or accepted equal.

P. Non-shrink Grout: Masterflow 713 Plus by Master Builders or approved equal. Premixed, non-metallic, no chlorides, non-staining and non-shrinking per CRD-C621, Corps of Engineers Specification and ASTM C 1107, Grades B and C.

Q. Aggregate Base: Class 2 AB per Caltrans specification section 26-1.02A.

R. Adhesive Anchoring (Epoxy): Hilty HIT-HY 200 Safe Set, or approved equal.

## 2.02 CONCRETE DESIGN AND CLASS

A. Class "B": Concrete shall have 1" max. size aggregate, shall have 3000 psi min. at 28 day strength with a maximum water to cementitious ratio no greater than 0.50. Use for exterior slabs, including walks, vehicular paved surfaces, manhole bases, poured-in-place drop inlets, curbs, valley gutters, curb & gutter and other concrete of like nature.

B. Slump Limits: Provide concrete, at point of final discharge, of proper consistency determined by Test Method ASTM C143 with a slumps of 4" plus or minus 1".

C. Mix Design: All concrete used in this work will be designed for strength in accordance with provisions of ASI 318-14 Section 26.4. Should the Contractor desire to pump concrete, a modified mix design will need to be submitted for review. Fly ash may be used in concrete to improve workability in amounts up to 15% of the total cementitious weight.

D. Air Entrainment; Per the Local Jurisdiction minimum requirements, or 3% minimum.

## 2.03 MIXING OF CONCRETE

A. Conform to requirements of CBC, Chapter 19A.

B. All concrete shall be mixed until there is uniform distribution of material and mass is uniform and homogenous; mixer must be discharged completely before the mixer is recharged.

C. Concrete shall be Ready-mixed Concrete: Mix and deliver in accordance with the requirements set forth in ASTM C94 and ACI 301.

1. Placement of concrete shall occur as rapidly as possible after batching and in a manner which will assure that the required quality of the concrete is maintained. In no case may concrete be placed more than 90 minutes from batch time.
2. Water may be added to the mix only if neither the maximum permissible water-

cement ratio nor the maximum slump is exceeded. In no case shall more than 10 gallons of water shall be added to a full 9 yard load, or 1 gal. per yard on remaining concrete within the drum providing load tag indicates at time of mixing at plant will allow for additional water.

## 2.04 MATERIALS TESTING

A. Testing of concrete shall be performed per article 3.12 of this specification.

## 2.05 EQUIPMENT

A. Handling and mixing of concrete: Project Inspector may order removal of any equipment which in his opinion is insufficient or in any way unsuitable.

# PART 3 - EXECUTION

## 3.01 APPROVAL OF FORMS AND REINFORCEMENTS

A. Forms and reinforcements are subject to approval by the Project Inspector, and notice of readiness to place first pour shall be given to DSA, Architect and Structural Engineer 48 hours prior to placement of concrete. Before placing concrete, clean tools, equipment and remove all debris from areas to receive concrete. Clean all reinforcing and other embedded items off all coatings oil, and mud that may impair bond with concrete.

B. All reinforcing steel shall be adequately supported by approved devices on centers close enough to prevent any sagging.

C. All reinforcing bar lap splices shall be staggered a minimum of 5 ft.

D. Additional reinforcing steel shall be placed around all utility boxes, valve boxes, manhole frames and covers that are located within the concrete placements.

1. The bars shall be placed so that there will be a minimum of 1 ½" clearance and a maximum of 3" clearance. The reinforcing steel shall be placed mid-depth of concrete slab.

E. At all right angles or intersections of concrete walks, additional 2'x2' #5, 90 degree bars shall be added at all inside corners for additional crack control. The bars shall be placed 2" from concrete forms and supports at mid-depth of slab.

## 3.02 PROTECTION

A. Protect work and materials of this Section prior to and during installation, and protect the installed work and materials of other trades.

B. In the event of damage, make all repairs and replacements necessary to the approval of the Architect at no additional cost to the Owner.

C. Sub-Grade in vehicular concrete paved areas: Subgrade shall be clean, shaped and compact to hard surface free from elevations or depressions exceeding 0.05' in 10' from true plan. Compact per Section 310000. Compaction and moisture content shall be verified immediately prior to placement of concrete. Proof roll subbase in presence of geotechnical

engineer prior to placement of aggregate base.

## 3.03 CLEANING

A. Reinforcement and all other embedded items at time of placing concrete to be free of rust, dirt oil or any other coatings that would impair bond to concrete.

B. Remove all wood chips, sawdust, dirt, loose concrete and other debris just before concrete is to be poured. Use compressed air for inaccessible areas. Remove all standing water from excavations.

## 3.04 FORMING

A. Form material shall be straight, true, sound and able to withstand deformation due to loading and effects of moist curing. Materials which have warped or delaminated, or require more than minor patching of contact surfaces, shall not be reused.

B. Build forms to shapes, lines, grades and dimensions indicated. Construct form work to maintain tolerances required by ACI 301. Forms shall be substantial, tight to prevent leakage of concrete, and properly braced and tied together to maintain position and shape. Butt joints tightly and locate on solid backing. Chamfer corners where indicated. Form bevels, grooves and recesses to neat, straight lines. Construct forms for easy removal without hammering, wedging or prying against concrete.

C. Space clamps, ties, hangers and other form accessories so that working capacities are not exceeded by loads imposed from concrete or concreting operations.

D. Build openings into vertical forms at regular intervals if necessary to facilitate concrete placement, and at bottoms of forms to permit cleaning and inspection.

E. Build in securely braced temporary bulkheads, keyed as required, at planned locations of construction joints.

F. Slope tie-wires downward to outside of wall.

G. Brace, anchor and support all cast-in items to prevent displacement or distortion.

H. During and immediately after concrete placing, tighten forms, posts and shores. Readjust to maintain grades, levels and camber.

I. Concrete paving, Curbs, Curb and Gutters, Ramps:

1. Expansion Joints: Install at locations indicated, and so that maximum distance between joints is 20' for exterior concrete unless otherwise shown. Expansion joint material shall be full depth of concrete section. Recess for backer rod and sealant where required. Expansion joints shall not exceed ¼ inch depth measured from finish surface to top of felt or sealant, and ½ inch width.
2. Curbs, Valley Gutter, and Curb & Gutter: Install expansion joints at 60' on center, except when placing adjacent to concrete walks, the expansion joints shall align with the expansion joints shown for the concrete walks. Expansion joint material shall be full depth of concrete section. Recess for backer rod and sealant will be required.
3. Isolation Joints: 3/8" felt between walls and exterior slabs or walks so that paved areas are isolated from all vertical features, unless specifically noted otherwise on plans.

4. Exterior Concrete Paving: Install expansion joints at 20' on center maximum, both directions, unless shown otherwise on plans.
5. Ramps; whether shown or not all ramps shall have control joints and expansion joints.

    a. Control joints on ramps shall be aligned and be placed in between with the vertical posts for the handrails. The curbs, if required shall have control joints that align with the handrail posts.

    b. Expansion joints shall be placed at the upper, intermediate, and bottom landings.

## 3.05 FORM COATING

A. Before placement of reinforcing steel, coat faces of all forms to prevent absorption of moisture from concrete and to facilitate removal of forms. Apply specified material in conformance with manufacturer's written directions.

B. Before re-using form material, inspect, clean thoroughly and recoat.

C. Seal all cut edges.

## 3.06 INSTALLATION

A. General: Reinforcement shall be accurately placed at locations indicated on the drawings within required tolerances and providing required clearances. Reinforcement shall be secured prior to placement of concrete such that tolerances and clearances are maintained. Coverage shall be in accordance with Section 1907A.7 of the CBC. Keep a person on the job to maintain position of reinforcing as concrete is placed. Reinforcement must be in place before concreting is begun. Install dowels as shown on drawings. Give notice whenever pipes, conduits, sleeves, and other construction interferes with placement; obtain method of procedure to resolve interferences. All expansion and construction joints in concrete shall have dowels of size and spacing as shown, or as approved by Architect.

B. Placing Tolerances:

1. Per ACI 301 or CRSI/WCRSI Recommended Practice for Placing Reinforcing Bars, unless otherwise shown.
2. Clear distance between parallel bars in a layer shall be no less than 1", the maximum bar diameter not 1 ½ times the maximum size of coarse aggregate.

C. Splices:

1. General: Unless otherwise shown on drawings, splice top reinforcing at midspan between supports, splice bottom reinforcing at supports and stagger splices at adjacent splices 5 foot minimum. Bar laps shall be wired together. Reinforcing steel laps shall be as follows:
    a. Lap splices in concrete: Lap splice lengths shall not be less than 62 bar diameter for No. 5 bar, 56" minimum for No. 6 bars. No. 4 bar shall have a minimum of 24" splice. 93 bar diameters for No. 7 bars and larger.
    b. All splices shall be staggered at 5 feet minimum.

## 3.07 INSPECTION

A. Approval of reinforcing steel, after installation, must be received from Inspector. Architect, Structural Engineer and DSA must be notified 48 hrs. in advance of beginning of concrete placement operations.

B. Slope of concrete forms and finish condition shall be checked with a two foot (2') digital level.

## 3.08 PLACING OF CONCRETE

A. Adjacent finish surfaces shall be protected at all times during the concrete pour and finishing. Verify that all formwork is tight and leak-proof before concrete is poured. Finish work defaced during the concrete pour and finishing shall be replaced at no extra cost to the owner.

B. Transport concrete from mixer to place of final deposit as rapidly as practicable by methods which will prevent separation or loss of ingredients. Deposit as close as practicable in final position to avoid re-handling or flowing. Partially hardened concrete must not be deposited in work. Concrete shall not be wheeled directly on top of reinforcing steel.

C. Placing: Once started, continue concrete pour continuously until section is complete between predetermined construction joints. Prevent splashing of concrete onto adjacent forms or reinforcement and remove such accumulation of hardened or partially hardened concrete from forms or reinforcement before work proceeds in that area. Free fall of concrete shall not to exceed 4'-0" in height. If necessary, provide lower openings in forms to inject concrete and to reduce fall height.

D. Remove form spreaders as placing of concrete progresses.

E. Place footings as monolithic and in one continuous pour.

F. Keep excavations free of standing water, but moisture condition sub-grade before concrete placement.

G. Compacting: All concrete shall be compacted by mechanical vibrators. Concrete shall be thoroughly worked around reinforcement and embedded fixtures and into corners of forms. Vibrating shall not be applied to concrete which has already begun to initially set nor shall it be continued so long as to cause segregation of materials.

H. Grout under column bearing plates: Dry pack with specified Non-shrink Grout, as recommended by manufacturer. Use as little water as practicable. Ram grout solid into place.

I. Concrete Flatwork:

1. All flatwork shall be formed and finished to required line and grades. Flatwork shall be true and flat with a maximum tolerance of 1/8" in 10' for flatness. Flatwork which is not flat and are outside of the maximum specified tolerances shall be made level by the Contractor at no additional expense to the Owner.

J. Placing in hot weather: Comply with ACI 305R-10. Concrete shall not exceed 85 degrees F at time of placement. Concrete shall be delivered, placed and finished in a sufficiently short period of time to avoid surface dry checking. Concrete shall be kept wet continuously after tempering until implementation of curing compound procedure in accordance with this specification.

K. Placing in cold weather: Comply with ACI 306R-16. Protect from frost or freezing. No antifreeze admixtures are permitted. When deposited concrete during freezing or near-freezing weather, mix shall have temperature of at least 50 degrees F but not more than 90 degrees F. Concrete shall be maintained at temperature of at least 50 degrees F for not less than 72 hours after placing or until it has thoroughly hardened. Provide necessary thermal coverings for any flat work exposed to freezing temperatures.

L. Horizontal construction joint: Keep exposed concrete face of construction joints continuously moist from time of initial set until placing of concrete; thoroughly clean contact surface by chipping entire surface not earlier than 5 days after initial pour to expose clean hard aggregate solidly embedded, or by approved method that will assure equal bond, such as green cutting. If contact surface becomes contaminated with soil, sawdust or other foreign matter, clean entire surface and re-chip entire surface to assure proper adhesion.

## 3.09 CONCRETE FINISHES

A. Concrete Slab Finishing: Finish slab as required by ACI 302.1R. Use manual screeds, vibrating screeds to place concrete level and smooth. Use "jitterbugs" or other special tools designed for the purpose of forcing the course aggregate below the surface leaving a thick layer of mortar 1 inch in thickness. Surface shall be free from trowel marks, depressions, ridges or other blemishes. Tolerance for flatness shall be 1/8" in 10'. Provide final finish as follows:

1. Flatwork, medium broom finish: Typical finish to be used at all exterior walks, stairs and ramps. Brooming direction shall run perpendicular to slope to form non-slip surface.
2. Under no circumstances can water be added to the top surface of freshly placed concrete.

B. Curb Finishing: Steel trowel.

C. Joints and Edges: Mark-off exposed joints, where indicated, with ¼" radius x 1" deep jointer or edging tool. Joints to be clean, cut straight, parallel or square with respect to concrete walk edge. Tool all edges of exposed expansion and contraction joints, walk edges, and wherever concrete walk adjoins other material or vertical surfaces.

1. The expansion joints shall be full depth as shown in the plan details. Failure to do so will result in non-compliance and shall be immediately machine cut by the contractor at his expense.

D. Exposed Concrete Surface Finishing (not including top surface of flatwork): Remove fins and rough spots immediately following removal of forms from concrete which is to be left exposed. Damaged and irregular surfaces and holes left by form clamps and sleeves shall be patched with grout. Tie wires are to be removed to below exposed surface and holes pointed up with neat cement paste similar to procedure noted under "Patching" below. Removal of tie wires shall extend to distance of 2" below established grade lines. Ends of tie wires shall be cut off flush at all other, unexposed locations. Care shall be taken to match adjacent finishes of exposed concrete surface. After patching, all concrete that is to remain exposed, shall be sacked with a grout mixture of 1-part cement, 1 1/2- parts fine sand and sufficient water to produce a consistency of thick paint. After first wetting the concrete surface, apply mixture with a brush and immediately float entire surface vigorously using a wood float. Keep damp during periods of hot weather. When set, excess grout shall be scraped from wall with edge

of steel trowel, allowed to set for a time, then wiped or rubbed with dry burlap. Entire finishing operation of any area shall be completed on the same day. This treatment shall be carried to 4" below grade, and all patching and sacking shall be done immediately upon removal of the forms.

## 3.10 CURING

A. Cured Concrete in Forms: Keep forms and top on concrete between forms continuously wet until removal of forms, 7 days minimum. Maintain exposed concrete in a continuous wet condition for 14 days following removal of forms.

B. Flatwork: Cure utilizing Curing Compound. Upon completion of job, wash clean per manufacturer's recommendations.

1. Curing compound shall be applied in a wet puddling application. Spotty applications shall be reason for rejection and possibly concrete removal and replacement at the contractor's expense with no compensation from the owner.

## 3.11 DEFECTIVE CONCRETE

A. Determination of defective concrete shall be made by the Architect or Engineer. His opinion shall be final in identifying areas to be replaced, repaired or patched.

B. The Owner reserves the right to survey the flatwork, if it is determined to be outside of the maximum tolerance for flatness. If the flatwork is found to be out of tolerance, then the Contractor will be required to replace concrete. The Contractor will be responsible for reimbursing the Owner for any surveying costs incurred. Determination of flatwork flatness, surveying and any remedial work must be completed far enough in advance so that the project schedule is maintained, delays are avoided and the new flatwork or flatwork repairs are properly cured.

C. As directed by Architect, cut out and replace defective concrete. All defective concrete shall be removed from the site. No patching is to be done until surfaces have been examined by Architect and permission to begin patching has been provided.

D. Permission to patch any area shall not be considered waiver of right, by the Owner, to require removal of defective work, if patching does not, in opinion of Architect, satisfactorily restore quality and appearance of surface.

E. Defective concrete is:

1. Concrete that does not match the approved mix design for the given installation type.
2. Concrete not meeting specified 28-day strength.
3. Concrete which contains rock pockets, voids, spalls, transverse cracks, exposed reinforcing, or other such defects which adversely affect strength, durability or appearance.
4. Concrete which is incorrectly formed, out of alignment or not plumb or level.
5. Concrete containing embedded wood or debris.
6. Concrete having large or excessive patched voids which were not completed under Architect's direction.
7. Concrete not containing required embedded items.
8. Excessive Shrinkage, Traverse cracking, Crazing, Curling; or Defective Finish. Remove and replace if repair to an acceptable condition is not feasible.

9. Concrete that is unsuitable for placement or has set in truck drum for longer than 90 minutes from the time it was batched.
10. Expansion joint felt that is not isolating the full depth of the concrete section, and recessed as required for backer rod and sealant where required.
11. Concrete that is excessively wet or excessively dry and will not meet the minimum or maximum slump required per mix design.
12. Finished concrete with oil stains from equipment use, and or rust spots that cannot be removed.
13. Control joints (weakened planed joints) that do not meet the required minimum depth shown on the drawings.

F. Patching: Install specified Patching Mortar per manufacturer's recommendations. REPAIRS TO DEFECTIVE CONCRETE WHICH AFFECT THE STRENGTH OF ANY STRUCTURAL CONCRETE MEMBER OR COMPONENT ARE SUBJECT TO APPROVAL BY THE ARCHITECT AND DSA.

## 3.12 CONCRETE TESTING

A. Comply with CBC Section 1903A, 1905A.1.16, 1910A and 1705A.3 and as specified in B. below. Costs of tests will be borne by the Owner.

B. Four identical cylinder samples for strength tests of each class of concrete placed each day shall be taken not less than once a day, or not less than once for each 50 cubic yards of concrete, or not less than once for each 2,000 square feet of surface area for slabs or walls. In addition, samples for strength tests for each class of concrete shall be taken for seven-day tests at the beginning of the concrete work or whenever the mix or aggregate is changed.

C. Strength tests will be conducted by the Testing Lab on one cylinder at seven (7) days and two cylinders at twenty-eight (28) days. The fourth remaining cylinder will be available for testing at fifty-six (56) days if the 28-day cylinder test results do not meet the required design strength.

D. On a given project, if the total volume of concrete is such that the frequency of testing required by paragraph B. above would provide less than five strength tests for a given class of concrete, tests shall be made from at least five randomly selected batches or from each batch if fewer than five batches are used.

E. Cost of retests and coring due to low strength or defective concrete will be paid by Owner and back-charged to the Contractor.

F. Each truck shall be tested for slump before concrete is placed.

## 3.13 REMOVAL OF FORMS

A. Remove without damage to concrete surfaces.

B. Sequence and timing of form removal shall insure complete safety of concrete structure.

C. Forms shall remain in place for not less than the following periods of time. These periods represent cumulative number of days during which temperature of air in contact with concrete is 60 degrees F and above.

1. Vertical forms of foundations, walls and all other forms not covered below: 5 days.
2. Slab edge screeds or forms: 7 days.
3. Concrete columns and beam soffits: 28 days.

D. Concrete shall not be subjected to superimposed loads (structure or construction equipment) until it has attained its full design strength and not for a period of at least 21 days after placing. Concrete systems shall not be subjected to construction loads in excess of design loads.

## 3.14 CLEANING

A. Refer to Section 017400.

B. Upon completion of work of this Section promptly remove from the working area all scraps, debris and surplus material of this Section.

C. Clean excess material from surface of all concrete walks and utility structures.

D. Power wash all concrete surfaces to remove stains, dried mud, tire marks, and rust spots.

END OF SECTION