

# PROJECT MANUAL

## 2020 Paving Project(s) – Phase II

**PROJECT NUMBER: 0913-8213**

**DSA #: 02-118117**

**Creekside Elementary School**

**2515 Estate Drive  
Stockton, CA 95209**

February 18, 2020





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END OF DOCUMENT

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**LIST OF DRAWINGS AND TABLES**

| <b><u>Sheet Number</u></b>         | <b><u>Description</u></b> |
|------------------------------------|---------------------------|
| <b>Creekside Elementary School</b> |                           |
| C0.0                               | Cover Sheet               |
| C0.1                               | Topographic Survey        |
| C1.0                               | Overall Site Plan         |
| C1.1                               | Demolition Plan           |
| C2.1                               | Grading Plan              |
| C3.1                               | Paving Plan               |
| C4.1                               | Striping and Signage Plan |
| C5.1                               | Details                   |

END OF DOCUMENT

DOCUMENT 00 01 20

**LIST OF SCHEDULES**

The Contractor's Baseline Schedule shall include the following Milestone Schedule:

The Schedule the Work to accommodate the following milestone requirements:

- Post Bid Document Phase – Milestone #1 (Start Date: Not Later than March 26, 2020)
  - Notice of Intent to Award
  - Post-Bid Contract Submittals
  - Critical Path Project Submittals/Shop Drawings
- Post Bid Document Phase – Milestone #1 (Completion Date: Not Later than April 07, 2020)
- Procurement/Mobilization Phase – Milestone #2 (Start Date: Not Later than April 08, 2020)
  - Notice to Proceed
  - Submission of all remaining required submittals
  - Procure long lead/critical path materials
  - Mobilization
- Procurement/Mobilization Phase – Milestone #2 (Completion Date: Not Later than May 31, 2020)
- Construction Work Phase – Milestone #3 (Start Date: Not Later than June 1, 2020)
  - Initial layout
  - All related scope of work.
- Construction Work Phase – Milestone #3 (Completion Date: Not Later than July 31, 2020)
- Final Contract Close-Out Phase – Milestone #5 (Start Date: Not Later than August 1, 2020)
  - Final Contract Close-Out Procedures
- Final Contract Close-Out Phase – Milestone #5 (Completion Date: Not Later than August 31, 2020)

END OF DOCUMENT

DOCUMENT 00 11 16

**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 following project :

**2020 Paving Project – Phase II - Creekside Elementary School - Project No. 0913-8213, DSA No.02-118117**

2. The Project consists of:

Construction of new parking lot, accessible path of travel upgrades, fencing, lighting and trash enclosure.

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

5. Contract Documents will be available for review on or after February 18, 2020, and may be downloaded from the District's website, <https://www.lodiUSD.net/district/departments/business-services/facilities-and-planning>. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

A. Builder's Exchange of Stockton: (209) 478-1000

B. Builder's Exchange of Sacramento: (916) 442-8991

C. Valley Builders Exchange: (209) 522-9031

6. Not used.

7. **Sealed bids will be received until 2:00:00 p.m. Wednesday, March 18, 2020**, at the District Facilities 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.

8. Pursuant to Public Contract Code section 20111.5, 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 non-responsive and returned unopened to the bidder. Contractors can apply for pre-qualification via the District PQBids website at <https://pqbids.com/lodi/>.



9. 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.
10. A bid bond by an admitted surety insurer on the form provided by the District 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.
11. **A mandatory pre-bid conference and site visit will be held on Thursday, February 27, 2020, at 3:00 p.m.** at Creekside Elementary School, 2515 Estate Drive, Stockton, CA 95209. All participants are required to meet and sign in at the flag pole of the school. The site visit is expected to take approximately 1 hour. Failure to attend or tardiness will render bid ineligible.
12. 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.
13. Owner Controlled Insurance Program (OCIP) (Not used).
14. 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.
15. 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.
16. 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 available on the Internet at: <<http://www.dir.ca.gov>>.
17. 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 successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
18. Project Labor Agreement (Not used).
19. Single Source Resolution (Not used).
20. Federal Funding (Not used).

21. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
  - A. The total base bid amount only.
22. 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.

Published:

February 18, 2020

February 25, 2020

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"):  
  
2020 Paving Project – Phase II - Creekside Elementary School - Project No. 0913-8213, DSA No.02-118117
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.
3. The District has prequalified bidders pursuant to Public Contract Code section 20111.5. 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. Contractors can apply for pre-qualification via the District PQBids website at <https://pqbids.com/lodi/>.
4. 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 District Office by date and time shown in the Notice to Bidders.
  - c. Bids must contain all documents as required herein.
5. 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.
6. Bids will be opened at or after the time indicated for receipt of bids.
7. 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.

8. 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.
9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. 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.
  - f. DVBE Certification
11. 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.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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>.
18. Federal Funding (Not used).
19. Owner Controlled Insurance Program (OCIP) (Not used).
20. 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 with our Bid.

21. 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.

22. 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 **TEN (10)** 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.
23. 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.
24. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to Vickie Brum, Planning Analyst at [vbrum@lodiUSD.net](mailto:vbrum@lodiUSD.net). Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and will be made available to all parties recorded by the District as having attended the pre-bid conference and site visit, and made available as posted on the District's website at <https://www.lodiUSD.net/district/departments/business-services/facilities-and-planning>. Questions received less than **Twelve (12)** 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.

25. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
26. 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.
27. 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.
28. 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.
29. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
30. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.
31. 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.
32. 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 (at time of bid).
  - i. Drug-Free Workplace Certification.
  - j. Tobacco-Free Environment Certification.
  - k. Hazardous Materials Certification (Not used).
  - l. Lead-Based Materials Certification (Not used).
  - m. Imported Materials Certification.
  - n. Criminal Background Investigation/Fingerprinting Certification.
  - o. Buy American Certification (Not used).
  - p. Roofing Project Certification (Not used).
  - q. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
  - r. Owner Controlled Insurance Program (OCIP) Forms (Not Used).
33. 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.
34. 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.
35. 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.
36. 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**

Pre-qualification in compliance with Public Contract Code section 20111.6 is required for this project. The District's Pre-qualification Application is done on-line, and is available at <https://pgbids.com/loji/>. Pursuant to California Public Contract Code section 20111.6 all General, Mechanical, Electrical and Plumbing contactors/subcontractors on this project shall be pre-qualified utilizing the same pre-qualification application. The District must receive applications at least ten (10) business days prior to the scheduled proposal submission deadline on this advertised project.

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) Geotechnical Engineering Report – Terracon Inc., Creekside Elementary School, dated October 25, 2019 (See Exhibit A)

## 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 31 32

**GEOTECHNICAL DATA**

## 1. Summary

This document describes geotechnical data at or near the Project that is in the District's possession available for Contractor's review, and use of data resulting from various investigations. This document is **not** part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

## 2. Geotechnical Reports

- a. Geotechnical reports may have been prepared for and around the Site and/or in connection with the Work by soil investigation engineers hired by Lodi Unified School District ("District"), and its consultants, contractors, and tenants.
- b. Geotechnical reports 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 are **not** part of the Contract Documents.
- c. The reports and drawings of physical conditions that may relate to the Project are the following:

See Document 00 31 19, Paragraph (2) f.

## 3. Use of Data

- a. Geotechnical data were obtained only for use of District and its consultants, contractors, and tenants for planning and design and are **not** a part of Contract Documents.
- b. Except as expressly set forth below, District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting a bid it is not relying on any geotechnical data supplied by District, except as specifically allowed below.
- c. Under no circumstances shall District be deemed to make a warranty or representation of existing above ground conditions, as-built conditions, geotechnical 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 should perform as a condition to bidding and Bidder must not and shall not rely on information supplied by District.



## 4. Limited Reliance Permitted on Certain Information

## a. Reference is made herein for identification of:

Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by District in preparation of the Contract Documents.

Drawings of physical conditions in or relating to existing subsurface structures (except underground facilities) that are at or contiguous to the Site and have been utilized by District in preparation of the Contract Documents.

## b. Bidder may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required pursuant to Instructions to Bidders, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

- (1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
- (2) The term "technical data" shall not include the location of underground facilities.
- (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
- (4) Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

## 5. 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 for the following project known as:

2020 Paving Project(s) – Phase II – Creekside Elementary School – Project #0913-8213

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

**Creekside Elementary School (Project #0913-8213) – Measure U Funding**

Repaving hardcourt, scope as described in the plans and specifications.

|                             |
|-----------------------------|
| _____ Dollars      \$ _____ |
| <b>Base Bid - U</b>         |

**Creekside Elementary School (Project #0913-8213) – Measure L Funding**

Repaving front parking, new trash enclosure scope as described in the plans and specifications.

|                             |
|-----------------------------|
| _____ Dollars      \$ _____ |
| <b>Base Bid - L</b>         |

**Creekside Elementary School (Project #0913-8213) – District Funding**

Seal stripe, scope as described in the plans and specifications.

|                             |
|-----------------------------|
| _____ Dollars      \$ _____ |
| <b>Base Bid - D</b>         |

**Creekside Elementary School (Project #0913-8213)**

The sum of base bid U + L + D

|                            |
|----------------------------|
| _____ Dollars     \$ _____ |
| <b>Total Base Bid</b>      |

**Alternates:** Not Used.

**Allowance(s):** The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

|  |              |
|--|--------------|
| <b>Allowance #1:</b> Allowance for unforeseen conditions | \$35,000.00  |
| <b>Allowance #2:</b> Allowance for Soil Treatment        | \$100,000.00 |

END OF DOCUMENT

**Additional Detail Regarding Calculation of Base Bid**

1. **Unit Prices** (Not Used).
2. **Allowance**. In addition to the Bidder's Base Bid, an allowance for unforeseen, or other items will be included, see Bid Form. The above allowance(s) shall only be allocated for unforeseen, or other 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**. Not used.
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
  - DVBE 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 Class A or B license.
12. Bidder 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 hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
15. Project Labor Agreement (Not used).
16. Federal Funds (Not used).
17. 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.
18. 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.
19. 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.
20. 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: \_\_\_\_\_ ("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 ten (10) 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 duly 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: \_\_\_\_\_

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 MANDATORYPROJECT: 2020 Paving Project – Phase II – Creekside Elementary SchoolProject #0913-8213

Check option that applies:

\_\_\_\_\_ I certify that I visited the Site of the proposed Work, received the attached \_\_\_\_\_ pages of information, 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, received the attached \_\_\_\_\_ pages of information, 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 Engineers, 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: \_\_\_\_\_

**ATTACHMENTS:**

1.

2.

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.

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

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. **This form must be provided to the District at the time of bid opening.**

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

| <b>YOUR BUSINESS ENTERPRISE IS:</b>   | <b>AND YOU WILL</b>   | <b>AND YOU WILL</b>   |
|---|---|---|
| <b>1.01 <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract</b>     | 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>1.02 <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces</b> | 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 |
| <b>1.03 <input type="checkbox"/> NOT disabled veteran owned</b>   | Use DVBE subcontractors /suppliers for at least 3% of this Contract   |   |
| <b>1.04 <input type="checkbox"/> Unable to meet the required participation goals</b>                                      | 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:**

|   | <b>TOTAL CONTRACT PRICE</b> |
|---|-----------------------------|
| <b>1.01 Prime Bidder, if DVBE (own participation)</b> | \$                          |
| <b>1.02 DVBE Subcontractor or Supplier</b>            |                             |
| A.  |                             |
| B.  |                             |
| C.  |                             |
| D.  |                             |
| <b>1.03 Subtotal (A &amp; B)</b>                      |                             |
| <b>1.04 Non-DVBE</b>                                  |                             |
| <b>1.05 Total Bid</b>                                 |                             |

**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.

| <b>CATEGORY</b>   | <b>TELEPHONE NUMBER</b> | <b>DATE CONTACTED</b> | <b>PERSON CONTACTED</b> |
|---|-------------------------|-----------------------|-------------------------|
| A. The District, if any   |                         |                       | *                       |
| B. OSDS, provides assistance locating DVBEs at<br><a href="https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx">https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx</a> | (916) 375-4940          |                       | *                       |
| C. 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 <b>NOT</b> 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.: 2020 Paving Project(s) – Phase II Creekside ES #0913-8213  
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 must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

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 and Health and Safety Code section 11362.3.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

DOCUMENT 00 45 46.04

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: 2020 Paving Project(s) – Phase II Creekside ES #0913-8213  
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., Business and Professions Code section 22950 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. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

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**

Not used.

END OF DOCUMENT



DOCUMENT 00 45 46.06

**LEAD-BASED MATERIALS CERTIFICATION**

Not used.

END OF DOCUMENT

DOCUMENT 00 45 46.07

**IMPORTED MATERIALS CERTIFICATION**PROJECT/CONTRACT NO.: 2020 Paving Project(s) – Phase II Creekside ES #0913-8213between 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                      ☐ Supplier                      ☐ Manufacturer  
                                 ☐ Wholesaler    ☐ Broker    ☐ Retailer  
                                 ☐ Distributor    ☐ Other \_\_\_\_\_

Type of Entity        ☐ Corporation    ☐ General Partnership  
                                 ☐ Limited Partnership    ☐ Limited Liability Company  
                                 ☐ Sole Proprietorship    ☐ 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.: 2020 Paving Project(s) – Phase II Creekside ES #0913-8213  
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**

Not used.

END OF DOCUMENT

DOCUMENT 00 45 46.10

**ROOFING PROJECT CERTIFICATION**

Not used.

END OF DOCUMENT

DOCUMENT 00 45 49

**REGISTERED SUBCONTRACTORS LIST**  
**(Labor Code Section 1771.1)**PROJECT: 2020 Paving Project(s) – Phase II Creekside ES #0913-8213

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 #: \_\_\_\_\_

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 #: \_\_\_\_\_

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****CONSTRUCTION MANAGER**

[Name]

[Address 1]

[Address 2]

[Phone]

[Fax]

BIDDER: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ PHONE: \_\_\_\_\_

## 1. INTRODUCTIONS:

Present

a.

\_\_\_\_\_  
CONTRACTOR\_\_\_\_\_  
CONTRACTOR\_\_\_\_\_  
[CM]\_\_\_\_\_  
[CM]

## 2. PROPOSED CONTRACT:

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

Yes Noa. Do you acknowledge submission of a complete and accurate bid? ☐ ☐b. Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? ☐ ☐c. Do you acknowledge the requirements for the escrow of bid documents? ☐ ☐d. Are you comfortable with your listed subcontractors? ☐ ☐

## 4. CONTRACTUAL REQUIREMENTS:

a. Do you understand you are a prime contractor? ☐ ☐b. Can you meet specified insurance requirements? ☐ ☐(1) Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? ☐ ☐

- (2) Are you requesting that the District accept an Excess Liability Insurance Policy to meet the policy limit? ☐ ☐
- (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? ☐ ☐
- c. Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? ☐ ☐
- (1) Cost for bonds: \_\_\_\_\_% ☐ ☐
- (2) Is the cost of your bonds in your base bid? ☐ ☐
- (3) Is your surety licensed to issue bonds in California? ☐ ☐
- d. Do you understand the fingerprinting requirements? ☐ ☐
- e. Is it understood that all workers must be paid prevailing wage? ☐ ☐
- f. Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations? ☐ ☐
5. SCOPE OF WORK:
- a. Acknowledged Receipt of Addenda #1-\_\_\_ ☐ ☐
- b. Are the costs for addenda items included in your bid? (if applicable) ☐ ☐
- c. Do you have a complete understanding of your Scope of Work under the proposed Agreement? ☐ ☐
- d. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? ☐ ☐  
If yes, please identify them.
- (1) \_\_\_\_\_  
\_\_\_\_\_
- (2) \_\_\_\_\_  
\_\_\_\_\_
- (3) \_\_\_\_\_  
\_\_\_\_\_
- Is (are) there additional cost(s) for the above item(s)? ☐ ☐

- e. Is the cost for allowance included in your bid? ☐ ☐
- f. Have you reviewed bid alternative(s) #1-\_\_\_\_? (if applicable) ☐ ☐
- g. Are the costs for bid alternatives included in your bid? ☐ ☐
- h. Are the plans and specifications clear and understandable to your satisfaction? ☐ ☐
- i. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? ☐ ☐

## 6. SCHEDULE:

- a. Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? ☐ ☐
- (1) Will you provide a detailed construction schedule to \_\_\_\_\_ within the required ten (10) days of the Notice to Proceed, per the contract? ☐ ☐
- (2) Can you meet the submittal deadline? ☐ ☐
- (3) It is understood that the Project schedule is critical and that that weekend and overtime work may be required to meet the milestones. ☐ ☐
- (4) It is understood that if rain does occur, then all dewatering and protection of work is required, per the contract. ☐ ☐
- 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. ☐ ☐

- (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? ☐ ☐

7. EXECUTION OF WORK

- a. Do you understand the access to the site? ☐ ☐
- b. Do you understand the staging area restrictions? ☐ ☐
- c. Have you included protection of [asphalt, floors, and roofs]? ☐ ☐
- d. Do you understand that the site is occupied by students, teachers, administrators, parents, etc.? ☐ ☐

8. CONTRACTOR COMMENTS/SUGGESTIONS:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

9. 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: \_\_\_\_\_

10. 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")

Re: Paving Phase 2 – Creekside Elementary School, Project No. 0913-8213 ("Project").Contractor has been awarded the Contract for the above-referenced Project 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 three (3) 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 (At time of Bid).

- i. Drug-Free Workplace Certification.
- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification (Not used).
- l. Lead-Based Materials Certification (Not used).
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Buy American Certification (Not used).
- p. Roofing Project Certification (Not used).

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:

2020 Paving Project(s) – Phase II – Creekside Elementary School – Project #0913-8213

("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 **Sixty One (61)** 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 Five Hundred Dollars (\$500.00) 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 **Class 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:

Creekside Elementary School

**BASE BID:**

---

Dollars (\$

---

)

Allowance #1 – Unforeseen Conditions \$35,000.00

Allowance #2 – Soil Treatment \$100,000.00

**TOTAL CONTRACT 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.

[Signatures on the following page]

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

**CONTRACTOR**

**LODI UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor's License: \_\_\_\_\_

DIR Registration: \_\_\_\_\_

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: \_\_\_\_\_

PROJECT: \_\_\_\_\_

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. Registered Subcontractors List: A complete subcontractors list for all tiers, 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 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:

2020 Paving Project(s) – Phase II – Creekside Elementary School – Project #0913-8213

("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 warranties 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:

2020 Paving Project(s) – Phase II – Creekside Elementary School – Project #0913-8213

("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  
1305 E. Vine Street  
Lodi, CA 95240**ALLOWANCE  
EXPENDITURE  
DIRECTIVE NO.:****ALLOWANCE EXPENDITURE DIRECTIVE****Project:** \_\_\_\_\_**Date:** \_\_\_\_\_**Bid No.:** \_\_\_\_\_**DSA File 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: | Total Contract Allowance Amount:                                  | \$ |
| Previous Completion Date: __[DATE]__       | Amount of Previously Approved Allowance Expenditure Directive(s): | \$ |

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

|   |   |
|---|---|
| <b>DISTRICT:</b><br><br>LODI UNIFIED SCHOOL DISTRICT<br><br>Date: _____<br><br>By: _____<br>[Print Name and Title here] | <b>CONTRACTOR:</b><br><br>_____<br><br>Date: _____<br><br>By: _____<br>[Print Name and Title here]        |
| <b>ARCHITECT:</b><br><br>_____<br><br>Date: _____<br><br>By: _____<br>[Print Name and Title here]                       | <b>PROJECT INSPECTOR:</b><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  
1305 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.

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]



|     | <b>WORK PERFORMED BY CONTRACTOR</b>   | <b>ADD</b>                | <b>DEDUCT</b> |
|-----|---|---------------------------|---------------|
| (a) | <b>Material</b> (attach itemized quantity and unit cost plus sales tax)                         |                           |               |
| (l) | <b>Add Labor</b> (attach itemized hours and rates, fully encumbered)                            |                           |               |
| (m) | <b>Add Equipment</b> (attach suppliers' invoice)  |                           |               |
| (n) | <b>Subtotal</b>   |                           |               |
| (o) | <b>Add Overhead and Profit for Contractor</b> , not to exceed fifteen percent (15%) of Item (d) |                           |               |
| (p) | <b>Subtotal</b>   |                           |               |
| (q) | <b>Add Bond and Insurance</b> , not to exceed one and a half percent (1.5%) of Item (f)         |                           |               |
| (r) | <b>TOTAL</b>  |                           |               |
| (s) | <b>Time</b> (zero unless indicated; "TBD" not permitted)  | <b>____ Calendar Days</b> |               |

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:                         |   | Original Contract Amount:                      | \$        |
| Previous Completion Date: __[Date]                                 |   | Amount of Previously Approved Change Order(s): | \$        |
| _____[#] Calendar Days Extension (zero unless otherwise indicated) |   | Amount of this Change Order:                   | \$        |
| Current Completion Date: __[Date]                                  |   | 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

**LODI UNIFIED SCHOOL DISTRICT****CHANGE ORDER FORM  
DOCUMENT 00 63 63-1**

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**

**WHEREAS**, District and Contractor entered into PROJECT/CONTRACT NO.: \_\_\_\_\_ ("Contract" or "Project") in the County of \_\_\_\_\_, California; and

**WHEREAS**, 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**

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

Original Contract Sum        \$ \_\_\_\_\_

Modified Contract Sum        \$ \_\_\_\_\_

Payment to Date                \$ \_\_\_\_\_

Liquidated Damages            \$ \_\_\_\_\_

Payment Due Contractor        \$ \_\_\_\_\_

2. 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.
3. 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 5 and continuing obligations described in Paragraph 6. 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.

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

| <u>Claim No.</u> | <u>Description of Claim</u> | <u>Amount of Claim</u> | <u>Date Claim Submitted</u> |
|------------------|-----------------------------|------------------------|-----------------------------|
| _____            | _____                       | \$ _____               | _____                       |
| _____            | _____                       | \$ _____               | _____                       |
| _____            | _____                       | \$ _____               | _____                       |
| _____            | _____                       | \$ _____               | _____                       |
| _____            | _____                       | \$ _____               | _____                       |
| _____            | _____                       | \$ _____               | _____                       |

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

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 1 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.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
7. 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.
8. 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.

9. 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:

2020 Paving Project(s) – Phase II – Creekside Elementary School – Project #0913-8213

("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

DOCUMENT 00 72 13

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## DOCUMENT 00 72 13

**GENERAL CONDITIONS****1. CONTRACT TERMS AND DEFINITIONS****1.2 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:

**1.2.1 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.

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

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

**1.2.4 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.

**1.2.5 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**.

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

**1.2.7 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.

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

**1.2.9 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.

**1.2.10 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.

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

**1.2.12 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:

- 1.2.12.1 Notice to Bidders
- 1.2.12.2 Instructions to Bidders
- 1.2.12.3 Bid Form and Proposal
- 1.2.12.4 Bid Bond
- 1.2.12.5 Designated Subcontractors List
- 1.2.12.6 Site Visit Certification (if a site visit was required)
- 1.2.12.7 Non-Collusion Declaration
- 1.2.12.8 Notice of Award
- 1.2.12.9 Notice to Proceed
- 1.2.12.10 Agreement
- 1.2.12.11 Escrow of Bid Documentation
- 1.2.12.12 Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.2.12.13 Performance Bond
- 1.2.12.14 Payment Bond (Contractor's Labor & Material Bond)
- 1.2.12.15 General Conditions
- 1.2.12.16 Special Conditions
- 1.2.12.17 Project Labor Agreement (if applicable)
- 1.2.12.18 Hazardous Materials Procedures and Requirements
- 1.2.12.19 Workers' Compensation Certification
- 1.2.12.20 Prevailing Wage Certification
- 1.2.12.21 Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.2.12.22 Drug-Free Workplace Certification
- 1.2.12.23 Tobacco-Free Environment Certification
- 1.2.12.24 Hazardous Materials Certification (if applicable)
- 1.2.12.25 Lead-Based Materials Certification (if applicable)
- 1.2.12.26 Imported Materials Certification (if applicable)
- 1.2.12.27 Criminal Background Investigation/Fingerprinting Certification
- 1.2.12.28 Buy American Certification (if applicable)
- 1.2.12.29 Roofing Project Certification (if applicable)
- 1.2.12.30 Registered Subcontractors List
- 1.2.12.31 Iran Contracting Act Certification (if applicable)

- 1.2.12.32** Post Bid Interview
- 1.2.12.33** All Plans, Technical Specifications, and Drawings
- 1.2.12.34** Any and all addenda to any of the above documents
- 1.2.12.35** Any and all change orders or written modifications to the above documents if approved in writing by the District
- 1.2.13 Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.2.14 Contract Time:** The time period stated in the Agreement for the completion of the Work.
- 1.2.15 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.
- 1.2.16 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.
- 1.2.17 Day(s):** Unless otherwise designated, day(s) means calendar day(s).
- 1.2.18 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.
- 1.2.19 Design Professional in General Responsible Charge:** See definition of **Architect** above.
- 1.2.20 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.
- 1.2.21 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,
  - 1.2.21.1** 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
  - 1.2.21.2** 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.
- 1.2.22 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.



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

**1.2.24 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.

**1.2.25 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.

**1.2.26 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.

**1.2.27 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.

**1.2.28 Plans:** See Drawings.

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

**1.2.30 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.

**1.2.31 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.

**1.2.32 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.

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

**1.2.34 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.

**1.2.35 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.

**1.2.36 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.

**1.2.37 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.

**1.2.38 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.

**1.2.39 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**.

**1.2.40 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.

**1.2.41 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.

**1.2.42 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”).

**1.2.43 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.

**1.2.44 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.

**1.2.45 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.

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

**1.2.47 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.

**1.2.48 State:** The State of California.

**1.2.49 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.

**1.2.50 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.

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

**1.2.52 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.

**1.2.53 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.

### **1.3 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.

### **1.4 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.

**1.5      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.

**1.6      Notice and Service Thereof**

**1.6.1** 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:

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

**1.6.1.2** 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.

**1.6.1.3** 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.

**1.6.1.4** 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.

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

**1.7      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.

**1.8      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.

**1.9      Materials and Work**

**1.9.1**      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.

**1.9.2**      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.

**1.9.3**      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.

**1.9.4**      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.

**1.9.5**      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.

**1.9.6**      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.

**1.9.7**      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.

**1.9.7.1** 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.

**1.9.7.2** 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.

**1.9.8** 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.

**1.9.9** 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=displayPWCRRegistrationForm> 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 Contract 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 may 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.

**10.1.1.1.1** The District is not required to approve a preliminary schedule of construction with early completion, i.e., one that shows early completion dates for the Work and/or milestones. Contractor shall not be entitled to extra compensation if the District approves a Construction Schedule with an early completion date and Contractor completes the Project beyond the date shown in the schedule but within the Contract Time. A Construction Schedule showing the Work completed in less than the Contract Time, the time between the early completion date and the end of the Contract Time shall be Float.

**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 District 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. For example, without limiting the foregoing,

Contractor shall not "front-load" the preliminary schedule of values with dollar amounts greater than the value of activities performed early in the Project.

**10.1.1.2.7** 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.

**10.1.1.2.8** 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, or in connection with, 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 coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, 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** If Contractor's underlying policy limits are less than required, subject to 13.1.2.3 below, 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 in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein..

**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 brings 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 warrants that any retroactive date applicable to coverage under the policy shall predate 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 the following, or other language acceptable to the District:

"This policy shall not be canceled 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(s), and Construction Manager(s) 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 Contract.

### **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:

|  |   |  |
|--|---|--|
| <b>Commercial General Liability</b>            | Product Liability and Completed Operations, Fire Damage Liability – Split Limit | \$2,000,000 per occurrence;<br>\$4,000,000 aggregate     |
| <b>Automobile Liability</b>                    | Any Auto – Combined Single Limit  | \$1,000,000  |
| <b>Workers' Compensation</b>                   |   | Statutory limits pursuant to State law                   |
| <b>Employers' Liability</b>                    |   | \$1,000,000  |
| <b>Builder's Risk (Course of Construction)</b> |   | Issued for the value and scope of Work indicated herein. |
| <b>Pollution Liability</b>                     |   | \$1,000,000 per claim;<br>\$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's governing board 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(s), and the Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, , agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are 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. This indemnification and hold harmless obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other 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 DIR.

**14.2.2** To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability 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. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnitee provides its 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 such Indemnitee for any expenditures. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor's 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

DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

**14.2.3** Without limitation of the provisions herein, if the Contractor's obligation to indemnify and hold harmless the Indemnitees or its obligation 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 Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from the Contractor that they will unconditionally defend the District, Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

**14.2.7** The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, the warranty/guarantee period, and the termination of the Contract.

## **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;

**16.3.2.4** The delay could not have been avoided or mitigated by Contractor's reasonable diligence; and

**16.3.2.5** 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. The Contractor shall justify the proposed change in time by submittal of a schedule analysis that accurately shows the impact of the change on the critical path of the Construction Schedule ("Time Impact Analysis"). If Contractor fails to request a time extension in a PCO, including the Time Impact Analysis, 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 Time to Submit Proposed Change Order**

Contractor shall submit its PCO within five (5) working days of the date Contractor discovers, or reasonably should have discovered, the circumstances giving rise to the

PCO, unless additional time to submit a PCO is granted in writing by the District. Time is of the essence in Contractor's submission of PCOs so that the District can promptly investigate the basis for the PCO. Accordingly, if Contractor fails to submit its PCO within this timeframe, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time based on circumstances giving rise to the PCO.

**17.7.6 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.

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

|     | <b><u>WORK PERFORMED BY CONTRACTOR</u></b>   | <b><u>ADD</u></b>          | <b><u>DEDUCT</u></b> |
|-----|--|----------------------------|----------------------|
| (a) | <b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)                         |                            |                      |
| (l) | <b><u>Add Labor</u></b> (attach itemized hours and rates, fully encumbered)                            |                            |                      |
| (m) | <b><u>Add Equipment</u></b> (attach suppliers' invoice)  |                            |                      |
| (n) | <b><u>Subtotal</u></b>   |                            |                      |
| (o) | <b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed fifteen percent (15%) of Item (d) |                            |                      |
| (p) | <b><u>Subtotal</u></b>   |                            |                      |
| (q) | <b><u>Add Bond and Insurance</u></b> , not to exceed one and a half percent (1.5%) of Item (f)         |                            |                      |
| (r) | <b><u>TOTAL</u></b>  |                            |                      |
| (s) | <b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)  | <b>_____ Calendar Days</b> |                      |

**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 Prerequisites for Progress Payments**

**19.2.2.1 First Payment Request:** 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 District 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 District's 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 District's 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 District's 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 Subcontractor Pass-Through Claims**

**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 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 (commencing 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****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. Paving 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.

**2.8** Tribal monitoring for cultural artifacts during construction may be taking place. A tribal monitoring agreement will be in place between the North Valley Yokuts Tribe and the District. North Valley Yokuts Tribe monitors will work in concert with the archaeologist, inspectors, project managers, Contractor, and other consultants hired/employed by or on behalf of the District. The tribal monitors, Districts inspectors, or project archaeologists will be empowered to halt all earthmoving equipment in the immediate area of a discovery when cultural items or features are identified until further evaluation can be made in determining their significance.

Contractor shall include two (2) days at the end of excavation activities on the critical path of the Contract Schedule, which will be used if the work is halted. In the event the Work is halted and the Construction Schedule's critical path has been impacted beyond the above noted two (2) days, an extension of Contract Time will be processed by Change Order.

Cultural awareness training will be conducted for all Workers involved with excavation activities. North Valley Yokuts Tribe monitors will conduct the awareness training on Site prior to any excavation work involving disruption of undisturbed subgrade soils, and will take approximately fifteen (15) minutes.

### **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 ten (10) days of the date of the Notice of Award.

**4.3** Within ten (10) 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  | <u>NA</u> | July      | <u>0</u>  |
| February | <u>NA</u> | August    | <u>0</u>  |
| March    | <u>NA</u> | September | <u>NA</u> |
| April    | <u>NA</u> | October   | <u>NA</u> |
| May      | <u>NA</u> | November  | <u>NA</u> |
| June     | <u>0</u>  | December  | <u>NA</u> |



**6. Owner-Controlled or Wrap-Up Insurance Program**

Not Used.

**7. Insurance Policy Limits**

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A:VII**. The limits of insurance shall not be less than:

|  |   |   |
|--|---|---|
| <b>Commercial General Liability</b>            | Product Liability and Completed Operations, Fire Damage Liability – Split Limit | <b>[E.G.]</b><br>Low Risk: \$1,000,000 per occurrence;<br>\$2,000,000 aggregate         |
|  |   | Intermediate Risk:<br>\$2,000,000 per occurrence; \$4,000,000 aggregate                 |
|  |   | High Risk: \$5,000,000 per occurrence;<br>\$10,000,000 aggregate]                       |
| <b>Automobile Liability – Any Auto</b>         | Combined Single Limit   | <b>[E.G.]</b><br>Personal vehicles:<br>\$500,000<br>Commercial vehicles:<br>\$1,000,000 |
|  |   | Personal vehicles:<br>\$100,000 per person/<br>\$300,000 per accident]                  |
| <b>Workers' Compensation</b>                   |   | Statutory limits pursuant to State law  |
| <b>Employers' Liability</b>                    |   | <b>[E.G. \$0]</b>   |
| <b>Builder's Risk (Course of Construction)</b> |   | Issued for the value and scope of Work indicated herein.                                |
| <b>Pollution Liability</b>                     |   | <b>[E.G. \$0]</b>   |

**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 NA**

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. 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.

**10. 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. 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.

**11. Construction Manager**

The District will use a Construction Manager on the Project that is the subject of this Contract. Dany Mendez, CM, Capital Program Management, contact email danym@capitalpm.com is the Construction Manager for this Project.

**12. Program Manager**

Vickie Brum, Planning Analyst, LUSD, contact email vbrum@lodiUSD.net is the Program Manager designated for the Project that is the subject of this Contract.

**13. Warranty/Guarantee and Correction of Work**

Replace provisions in the General Conditions with the following provisions:

**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 **TWO (2)** years 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's governing board 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 **TWO (2)** years 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.

**14.1.3** 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.

**14.1.4** Nothing herein shall limit any other rights or remedies available to District.

#### **23.2.2 Two-Year Warranty Corrections**

If, within two (2) years 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 two (2) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive District's acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

#### **14. 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. § 9601 *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

# Geotechnical Engineering Report

Creekside Elementary School Pavement Replacement Project  
2515 Estate Drive  
Stockton, California

October 25, 2019  
Terracon Project No. NA195107

**Prepared for:**  
Lodi Unified School District  
Lodi, CA

**Prepared by:**  
Terracon Consultants, Inc.  
Lodi, California

terracon.com

**Terracon**

Environmental



Facilities



Geotechnical



Materials

October 25, 2019



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

Attn: Vickie Brum

Re: **Geotechnical Engineering Report**  
**Creekside Elementary School Pavement Replacement Project**  
**2515 Estate Drive Stockton, California**  
**Terracon Project Number: NA195107**

Dear Vickie,

Terracon Consultants, Inc. (Terracon) has completed the geotechnical engineering services for the above referenced project. This study was performed in general accordance with our proposal PNA195107 dated August 7, 2019. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of the pavements for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,  
**Terracon Consultants, Inc.**

  
Patrick C. Dell, Senior Associate  
Geotechnical Engineer 2186  
Geotechnical Department Manager


Garret S.H. Hubbard, Principal  
Geotechnical Engineer 2588  
Office Manager



Terracon Consultants, Inc. 902 Industrial Way Lodi, California  
P [209] 367 3701 F [209] 333 8303 [terracon.com](http://terracon.com)

Environmental

Facilities

Geotechnical

Materials

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| Exhibit A-1      | Site Location Map             |
| Exhibit A-2      | Exploration Plan              |
| Exhibit A-3      | Field Exploration Description |
| Exhibit A-4, A-5 | Boring Logs                   |

### APPENDIX B – SUPPORTING INFORMATION

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### APPENDIX C – SUPPORTING DOCUMENTS

|             |                                    |
|-------------|------------------------------------|
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## **EXECUTIVE SUMMARY**

A geotechnical investigation has been completed for the proposed Creekside Elementary School Pavement Replacement Project located at 2515 Estate Drive in Stockton, California. Terracon's scope of geotechnical work included the advancement of two (2) hand auger borings to depths of about 5 feet below the existing ground surface (bgs) along with Dynamic Cone Penetrometer testing. We also obtained one (1) bulk sample of the near surface soil from within a landscaped area near the existing basketball courts for Resistance Value (R-value) testing. The recommendations provided in this report are based on the soil exploration, laboratory testing, and analyses performed for this project.

Based on the information obtained from our subsurface exploration, the site can be developed for the proposed project provided the geotechnical engineering recommendations included in this report are implemented in the design and construction of the project. The following geotechnical considerations were identified:

- n The near surface soil encountered in borings B1 and B2 consisted of medium stiff to stiff lean clay that extended to 2½ feet bgs in boring B1 and 1½ feet bgs in boring B2. The lean clay layer in boring B2 was underlain by medium stiff sandy lean clay that extended to a depth of 2½ feet. At a depth of 2½ feet bgs, the soils in borings B1 and B2 transition to stiff sandy silt that extended to the maximum depths explored.
- n The new pavement will consist of conventional asphalt concrete pavement over aggregate base.
- n The asphalt concrete pavement should consist of 3.0 inches of asphalt concrete over 8.0 inches of compacted aggregate base over compacted subgrade for a design traffic index (TI) of 4.5.
- n Earthwork on the project should be observed and evaluated by Terracon. The evaluation of earthwork should include observation and testing of engineered fill, subgrade preparation, and other geotechnical conditions exposed during construction.

This geotechnical executive summary should be used in conjunction with the entire report for design purposes. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein. The section titled **GENERAL COMMENTS** should be read for an understanding of the report limitations.

**GEOTECHNICAL ENGINEERING REPORT  
CREEKSIDE ELEMENTARY SCHOOL  
PAVEMENT REPLACEMENT PROJECT  
2515 ESTATE DRIVE  
Stockton, CA  
Terracon Project No. NA195107  
October 17, 2019**

## **1.0 INTRODUCTION**

This report presents the results of our geotechnical engineering services performed for the proposed Creekside Elementary School Pavement Replacement Project located at 2515 Estate Drive in Stockton, California. Logs of the borings along with a site location map and exploration plan are included in Appendix A of this report.

The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- n subsurface soil conditions
- n groundwater conditions
- n earthwork and subgrade preparation
- n asphalt and concrete pavement design and construction

Our geotechnical engineering scope of work for this project included drilling two (2) borings, soil classification, laboratory testing, geotechnical engineering analysis, and preparation of this report.

## **2.0 PROJECT INFORMATION**

### **2.1 Project Description**

| Item                | Description   |
|---------------------|---|
| Site layout         | See Appendix A, Site Location, Exhibit A-1; Exploration Plan, Exhibit A-2   |
| Project Description | The project consists of replacing old pavement within the existing playground areas on the north side of the school.            |
| Grading             | We have assumed grading will consist of minor cuts and fills less than 2 feet in vertical extent to construct the new pavement. |

## 2.2 Site Location and Description

| Item                   | Description  |
|------------------------|--|
| Location               | The site is located at 2515 Estate Drive in Stockton, California.                                |
| Existing site features | The existing playground areas are located on the north side of the school.                       |
| Current ground cover   | The current ground cover consists of asphalt concrete pavement in the existing playground areas. |
| Existing topography    | The site is relatively level.  |

## 3.0 SUBSURFACE CONDITIONS

### 3.1 Typical Profile

The near surface soil encountered in borings B1 and B2 consisted of medium stiff to stiff lean clay that extended to 2½ feet bgs in boring B1 and 1½ feet bgs in boring B2. The lean clay layer in boring B2 was underlain by medium stiff sandy lean clay that extended to a depth of 2½ feet. At a depth of 2½ feet bgs, the soil in borings B1 and B2 transition to stiff sandy silt that extended to the maximum depths explored.

Conditions encountered at each boring location are indicated on the individual boring logs. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in situ, the transition between materials may be gradual. Details for each of the borings can be found on the boring logs in Appendix A of this report.

Groundwater was not encountered in any of our borings.

## 4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

### 4.1 Geotechnical Considerations

Based on the results of the subsurface exploration, laboratory testing, and our analyses of the proposed project, it is our opinion that the pavement project may be constructed as planned with conventional asphalt concrete pavement.

Geotechnical engineering recommendations for the project are outlined below. The recommendations contained in this report are based upon the results of field and laboratory testing (which are presented in Appendices A and B), engineering analyses, experience, and our current understanding of the proposed project.



## **4.2 Earthwork**

The following presents recommendations for site preparation, excavation, subgrade preparation and placement of engineered fills on the project. The recommendations presented are for the design and construction of new pavement and are contingent upon following the recommendations outlined in this section.

Earthwork on the project should be observed and evaluated by Terracon. The evaluation of earthwork should include but not be limited to observation and testing of engineered fill, subgrade preparation, and other geotechnical conditions exposed during the construction of the project.

### **4.2.1 Site Preparation**

The existing pavement within the playground area should be removed, along with any debris, vegetation, irrigation pipes, underground utilities, and other deleterious materials within the area of the proposed construction. Exposed surfaces should be free of mounds and depressions which could prevent uniform compaction. All materials derived from the removal of existing vegetation and deleterious materials should be removed from the site and not be allowed for use as on-site fill.

Underground facilities such as underground utilities and irrigation pipes will likely be encountered during construction. When underground facilities are encountered, such materials and features should be completely removed and the excavation thoroughly cleaned prior to backfill placement and/or construction.

Once cuts have been made and prior to placing any engineered fill, the subgrade should be proofrolled with an adequately loaded vehicle such as a fully-loaded tandem-axle dump truck or water truck. The proofrolling should be performed under the direction of the Geotechnical Engineer. Areas excessively deflecting under the proofroll should be delineated and subsequently addressed by the Geotechnical Engineer. Such areas should either be removed or moisture conditioned and recompacted. Such areas may also be modified by stabilizing with lime/cement or aggregate base with geogrids.

The exposed subgrade soil should be scarified, moisture conditioned, and compacted. The depth of scarification of subgrade soils and moisture conditioning of the subgrade is highly dependent upon the time of year of construction and the site conditions that exist immediately prior to construction. If construction occurs during the winter or spring, when the subgrade soils are typically already in a moist condition, scarification and compaction may only be 8 inches. If construction occurs during the summer or fall when the subgrade soils have been allowed to dry out deeper, the depth of scarification and moisture conditioning may be as much as 18 inches. A representative of our office should be present to observe the exposed subgrade and specify the depth of scarification and moisture conditioning required subsequent to grading cuts and prior to placing fill.

## **4.2.2 Subgrade Preparation**

Care should be taken to prevent wetting or drying of the pavement subgrade during construction. Wet, dry, or loose/disturbed material should be removed before any aggregate base is placed.

## **4.2.3 Fill Materials and Placement**

All fill materials should be inorganic soils free of vegetation, debris, and fragments larger than three inches in size. Pea gravel or other similar non-cementitious, poorly-graded materials should not be used as fill or backfill without the prior approval of the geotechnical engineer.

Imported earth materials for use as engineered fill should be pre-approved by our representative prior to construction. Native and imported non-expansive soils may be used as fill material for the pavement.

Imported soils for use as compacted engineered fill material within the proposed pavement areas should conform to non-expansive, non-plastic materials as indicated in the following recommendations unless approved by our office:

| <b><u>Gradation</u></b>               | <b><u>Percent Finer by Weight</u></b><br><b><u>(ASTM C 136)</u></b> |
|---------------------------------------|---|
| 3" .....                              | 100   |
| No. 4 Sieve .....                     | 50 - 100  |
| No. 200 Sieve .....                   | 15 - 30   |
| <br>n      Liquid Limit.....          | <br>30 (max)  |
| n      Plasticity Index .....         | 10 (max)  |
| n      Maximum Expansive Index* ..... | 20 (max)  |
| *ASTM D 4829                          |   |

The near surface clayey soils will not meet the above requirements, however these native soils may be used in pavement areas. Engineered fill should be placed and compacted in horizontal lifts, using equipment and procedures that will produce recommended moisture contents and densities throughout the lift. Fill lifts should not exceed ten inches in loose thickness.

#### 4.2.4 Compaction Requirements

Recommended compaction and moisture content criteria for engineered fill materials are as follows:

| Material Type and Location                        | Per the Modified Proctor Test (ASTM D 1557) |   |         |
|---|---|---|---------|
|   | Minimum Compaction Requirement (%)          | Range of Moisture Contents for Compaction Above Optimum |         |
|   |   | Minimum   | Maximum |
| <u>Imported fill</u> : Subgrade beneath pavements | 95  | 0%  | +3%     |
| Native clay soils                                 | 95  | +2%   | +4%     |
| Utility Trenches below upper 12 inches:           | 90  | +2%   | +4%     |
| Aggregate Base                                    | 95  | 0%  | +3%     |

We recommend that compacted native soil or any engineered fill be tested for moisture content and relative compaction during placement. Should the results of the in-place density tests indicate the specified moisture content or compaction requirements have not been met, the area represented by the test should be reworked and retested as required until the specified moisture content and relative compaction requirements are achieved.

#### 4.2.5 Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer. Monitoring should include documentation of adequate removal of vegetation and topsoil, proofrolling, and mitigation of areas delineated by the proofroll to require mitigation.

Each lift of compacted fill should be tested, evaluated, and reworked, as necessary, until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill or pavement subgrade should be tested for density and water content at a frequency of at least one test for every 5,000 square feet in pavement areas. One density and water content test should be performed for every 12-inch thick lift for every 50 linear feet of compacted utility trench backfill.

If unanticipated conditions are encountered, the Geotechnical Engineer should prescribe mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

#### **4.2.6 Earthwork Construction Considerations**

It is anticipated that excavations for the proposed construction can be accomplished with conventional earthmoving equipment. Based upon the subsurface conditions determined from the geotechnical exploration, subgrade soils exposed during construction are anticipated to be relatively workable. We recommend that irrigation of the lawn areas immediately adjacent to the proposed construction areas be stopped for at least 2 weeks prior to the beginning of grading operations. The near surface soils beneath the existing pavements may be in an overly moist condition at the time the pavement is removed. The workability of the subgrade may be affected by precipitation, repetitive construction traffic or other factors. If unworkable conditions develop, workability may be improved by scarifying and drying. The near surface soils beneath pavements typically are in an above optimum moisture content and may require processing and drying before they can be compacted.

Upon completion of filling and grading, care should be taken to maintain the subgrade moisture content prior to construction of pavements. Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. If the subgrade should become desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompacted prior to pavement construction.

We recommend that the earthwork portion of this project be completed during extended periods of dry weather if possible. If earthwork is completed during the wet season (typically November through April) it may be necessary to take extra precautionary measures to protect subgrade soils. Wet season earthwork operations may require additional mitigation measures beyond that which would be expected during the drier summer and fall months. This could include diversion of surface runoff around exposed soils and draining of ponded water on the site. Once subgrades are established, it may be necessary to protect the exposed subgrade soils from construction traffic.

The individual contractor(s) is responsible for designing and constructing stable, temporary excavations as required to maintain stability of both the excavation sides and bottom. Excavations should be sloped or shored in the interest of safety following local, and federal regulations, including current OSHA excavation and trench safety standards.

Terracon should be retained during the construction phase of the project to observe earthwork (over excavation of fill, etc.) and to perform necessary tests and observations during subgrade preparation, proof-rolling, placement and compaction of controlled compacted fills, backfilling of excavations to the completed subgrade.

## **4.3 Pavements**

### **4.3.1 Design Considerations**

Specific traffic loading for the project was not provided, consequently a traffic index (TI) of 4.5 was assumed. This TI is typical for pavements subjected to occasional passenger vehicle and pickup truck traffic. The project civil engineer should determine the appropriate TI for the project. If different traffic information becomes available or a specific traffic index is required, we should be contacted to reevaluate the pavement calculations. A sample of the near surface soil from within the landscaped area near the playground areas was obtained for testing. The test produced an R-value of 62. However, based on the near surface soils encountered in our borings and our experience in this area, we recommend an R-value of 5 be used in design. The sample tested for R-value may have been where some granular fill was placed previously.

A design R-Value of 5 was used to calculate the Asphalt Concrete (AC) pavement thickness sections. The AC pavement sections were calculated using the Caltrans Highway Design Manual, latest edition, and a 20-year design life.

Pavement design methods are intended to provide structural sections with adequate thickness over a particular subgrade such that wheel loads are reduced to a level the subgrade can support.

Pavement performance is affected by its surroundings. In addition to providing preventive maintenance, the civil engineer should consider the following recommendations in the design and layout of pavements:

- n Final grade adjacent to paved areas should slope down from the edges at a minimum 2%;
- n The subgrade and pavement surface should have a minimum 2% slope to promote proper surface drainage;
- n Install below pavement drainage systems surrounding areas anticipated for frequent wetting;
- n Install joint sealant and seal cracks immediately;
- n Seal all landscaped areas in or adjacent to pavements to reduce moisture migration to subgrade soils by embedding curbs a minimum of 6 inches into the native soils;
- n Place compacted, low permeability non-expansive backfill against the exterior side of curbs and gutters.
- n Place curb, gutter and/or sidewalk directly on clay subgrade soils rather than on unbound granular base course materials.

Assuming the pavement subgrades will be prepared as recommended within this report, the following pavement sections should be considered minimums for this project for the traffic index specified in the table below. If different traffic information becomes available or a specific traffic index is required, we should be contacted to reevaluate the pavement calculations.

| Minimum AC Pavement Section (inches) |                    |                  |                |                 |
|--------------------------------------|--------------------|------------------|----------------|-----------------|
| Traffic Area                         | Traffic Index (TI) | Asphalt Concrete | Aggregate Base | Total Thickness |
| Playground Area                      | 4.5                | 3.0              | 8.0            | 11.0            |

Rigid PCC pavements will perform better than AC in areas where short-radii turning and braking are expected (i.e. entrance/exit aprons) due to better resistance to rutting and shoving. In addition, PCC pavement will perform better in areas subject to large or sustained loads (i.e. trash enclosures). For these types of areas, we recommend a minimum PCC pavement section of 7 inches of PCC pavement over 12 inches of compacted subgrade. An adequate number of longitudinal and transverse control joints should be placed in the rigid pavement in accordance with ACI and/or AASHTO requirements. Expansion (isolation) joints must be full depth and should only be used to isolate fixed objects abutting or within the paved area.

All concrete for rigid pavements should have a minimum flexural strength of 500 psi, a minimum compressive strength of 4,000 psi. and be placed with a maximum slump of four inches. Proper joint spacing will also be required to prevent excessive slab curling and shrinkage cracking. All joints should be sealed to prevent entry of foreign material and dowelled where necessary for load transfer.

We recommend all PCC pavement details for joint spacing, joint reinforcement, and joint sealing be prepared in accordance with American Concrete Institute (ACI 330R-01 and ACI 325R.9-91). PCC pavements should be provided with mechanically reinforced joints (doweled or keyed) in accordance with ACI 330R-01.

#### **4.3.2 Pavement Drainage**

Pavements should be sloped to provide rapid drainage of surface water. Water allowed to pond on or adjacent to the pavements could saturate the subgrade and contribute to premature pavement deterioration. In addition, the pavement subgrade should be graded to provide positive drainage within the granular base section. Appropriate sub-drainage or connection to a suitable daylight outlet should be provided to remove water from the granular subbase.

#### **4.3.3 Pavement Maintenance**

The pavement sections provided in this report represent minimum recommended thicknesses and, as such, periodic maintenance should be anticipated. Therefore, preventive maintenance should be planned and provided for through an on-going pavement management program. Maintenance activities are intended to slow the rate of pavement deterioration and to preserve the pavement investment. Maintenance consists of both localized maintenance (e.g. crack and joint sealing and patching) and global maintenance (e.g. surface sealing). Preventive maintenance is usually the first priority when implementing a pavement maintenance program. Additional engineering observation is recommended to determine the type and extent of a cost-

effective program. Even with periodic maintenance, some movements and related cracking may still occur and repairs may be required.

#### **4.3.4 Construction Considerations**

Materials and construction of pavements for the project should be in accordance with the requirements and specifications of Caltrans Standard Specifications for Highway Construction, latest edition.

Base course or pavement materials should not be placed when the surface is wet. Surface drainage should be provided away from the edge of paved areas to minimize lateral moisture transmission into the subgrade.

### **5.0 GENERAL COMMENTS**

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide observation and testing services during grading, excavation, and other earth-related construction phases of the project.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

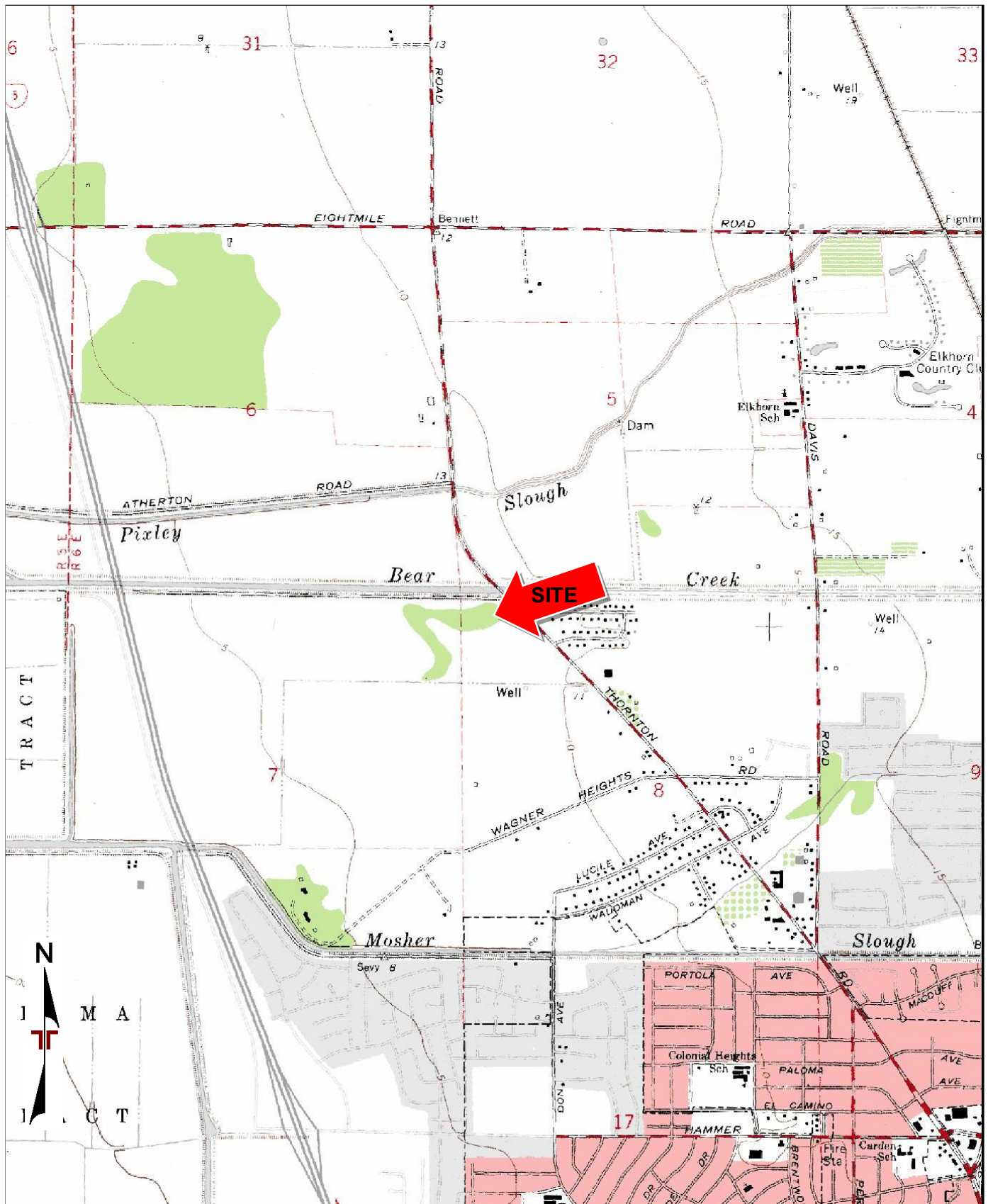
The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, and bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

## **APPENDIX A**

### **FIELD EXPLORATION**





TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY  
QUADRANGLES INCLUDE: LODI SOUTH, CA (1/1/1976).

|                  |           |
|------------------|-----------|
| Project Manager: | PD        |
| Drawn by:        | PD        |
| Checked by:      | PD        |
| Approved by:     | PD        |
| Project No.      | NA195107  |
| Scale:           | 1"=2,000' |
| File Name:       | CLC       |
| Date:            | 10/10/19  |

**Terracon**  
902 Industrial Way  
Lodi, CA 95240-3106

|  |
|--|
| <b>SITE LOCATION</b>   |
| Creekside Elementary School Pavement<br>Replacement Project<br>2515 Estate Drive<br>Stockton, CA |

|            |
|------------|
| Exhibit    |
| <b>A-1</b> |





DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

|                  |    |             |          |
|------------------|----|-------------|----------|
| Project Manager: | PD | Project No. | NA195107 |
| Drawn by:        | PD | Scale:      | AS SHOWN |
| Checked by:      | PD | File Name:  | Click    |
| Approved by:     | PD | Date:       | 10/10/19 |

**Terracon**

902 Industrial Way  
Lodi, CA 95240-3106

**EXPLORATION PLAN**

Creekside Elementary School Pavement Replacement Project

2515 Estate Drive  
Stockton, CA

Exhibit

**A-2**

## **Geotechnical Engineering Report**

Creekside Elementary School Pavement Replacement Project

■ Stockton, California October 25, 2019 ■ Terracon Project No. NA195107



### **Field Exploration Description**

The proposed boring locations were laid out in the field by a Terracon representative using a scaled site plan provided by the client, a Google Earth aerial photo, and utilizing hand-held GPS equipment. Ground surface elevations indicated on the boring logs were estimated based on Google Earth elevations. The locations and elevations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

The borings were excavated with a 3.5-inch diameter hand auger. Samples of the soils encountered in the borings were obtained from emptying the auger cuttings into sealable plastic bags. A Durham Geo Slope Indicator Dynamic Cone Penetrometer (DCP) model S-2000 was also used to determine the relative consistency of the subgrade soils. The DCP measurements were performed in general accordance with ASTM D6951.

The samples were tagged for identification, sealed to reduce moisture loss, and transported to our laboratory for further examination, testing, and classification. Information provided on the boring logs attached to this report includes soil descriptions, consistency evaluations, boring depths, sampling intervals, and groundwater conditions. The borings were backfilled with soil cuttings and capped with asphalt.

A field log of each boring was prepared by our field representative. These logs included visual classifications of the materials encountered during drilling as well as the representative's interpretation of the subsurface conditions between samples. Boring logs included with this report represent the geotechnical engineer's interpretation of the field logs and include modifications based on laboratory observation and tests of the samples.

# BORING LOG NO. B1

Page 1 of 1

**PROJECT:** Creekside Elementary School Pavement Replacement Project

**CLIENT:** Lodi Unified School District  
Lodi, CA


**SITE:** 2515 Estate Drive  
Stockton, CA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL NA195107 CREEKSIDE ES PAVE GPU TERRACON DATATEMPLATE.GDT 10/25/19

| GRAPHIC LOG | LOCATION See Exhibit A-2<br>Latitude: 38.0425° Longitude: -121.3485°         | DEPTH (Ft.) | WATER LEVEL OBSERVATIONS | SAMPLE TYPE | FIELD TEST RESULTS | WATER CONTENT (%) |
|-------------|--|-------------|--------------------------|-------------|--------------------|-------------------|
| DEPTH       |  |             |                          |             |                    |                   |
| 0.3         | <b>ASPHALT</b>   |             |                          |             |                    |                   |
| 0.6         | <b>AGGREGATE BASE COURSE</b>   |             |                          |             |                    |                   |
|             | <b>LEAN CLAY (CL)</b> , medium plasticity, black<br>medium stiff to stiff    |             |                          | ↓           | 10                 | 17                |
|             | low to medium plasticity, black to tan, stiff                                |             |                          | ↓           | 21                 | 18                |
| 2.5         | <b>SANDY SILT (ML)</b> , fine grained, low plasticity, tan<br>stiff<br>brown |             |                          | ↓           | 15                 | 16                |
| 5.0         |  |             |                          | Hand        |                    | 15                |
|             | <b>Boring Terminated at 5 Feet</b>   | 5           |                          |             |                    |                   |

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: DCP

|   |   |                            |                              |
|---|---|----------------------------|------------------------------|
| Advancement Method:<br>Hand Auger   | See Exhibit A-3 for description of field procedures.<br>See Appendix B for description of laboratory procedures and additional data (if any). | Notes:                     |                              |
| Abandonment Method:<br>Boring backfilled with Auger Cuttings<br>Surface capped with asphalt | See Appendix C for explanation of symbols and abbreviations.<br>Elevations estimated using Google Earth                                       |                            |                              |
| <b>WATER LEVEL OBSERVATIONS</b><br><i>Groundwater not encountered</i>                       |    | Boring Started: 08-30-2019 | Boring Completed: 08-30-2019 |
|   |   | Drill Rig: Hand Auger      | Driller: E. McArthur         |
|   |   | Project No.: NA195107      | Exhibit: A-4                 |

# BORING LOG NO. B2

Page 1 of 1

**PROJECT:** Creekside Elementary School Pavement Replacement Project

**CLIENT:** Lodi Unified School District  
Lodi, CA


**SITE:** 2515 Estate Drive  
Stockton, CA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL NA195107 CREEKSIDE ES PAVE GPU TERRACON DATATEMPLATE.GDT 10/25/19

| GRAPHIC LOG | LOCATION See Exhibit A-2<br>Latitude: 38.0424° Longitude: -121.349°                         | DEPTH (Ft.) | WATER LEVEL OBSERVATIONS | SAMPLE TYPE | FIELD TEST RESULTS | WATER CONTENT (%) |
|-------------|---|-------------|--------------------------|-------------|--------------------|-------------------|
|             | DEPTH   |             |                          |             |                    |                   |
| 0.2         | <b>ASPHALT</b>  |             |                          |             |                    |                   |
| 0.5         | <b>AGGREGATE BASE COURSE</b>  |             |                          |             |                    |                   |
|             | <b>LEAN CLAY (CL)</b> , low plasticity, black<br>medium stiff to stiff                      |             |                          |             | 12                 | 15                |
| 1.5         | <b>SANDY LEAN CLAY (CL)</b> , fine grained, low to medium plasticity, black<br>medium stiff |             |                          |             | 9                  | 14                |
| 2.5         | <b>SANDY SILT (ML)</b> , fine grained, grayish brown<br>stiff                               |             |                          |             | 18                 | 13                |
|             | brown   |             |                          |             |                    |                   |
| 5.0         |   | 5           |                          |             |                    | 11                |
|             | <b>Boring Terminated at 5 Feet</b>  |             |                          |             |                    |                   |

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: DCP

|   |   |                            |                              |
|---|---|----------------------------|------------------------------|
| Advancement Method:<br>Hand Auger   | See Exhibit A-3 for description of field procedures.<br>See Appendix B for description of laboratory procedures and additional data (if any). | Notes:                     |                              |
| Abandonment Method:<br>Boring backfilled with Auger Cuttings<br>Surface capped with asphalt | See Appendix C for explanation of symbols and abbreviations.<br>Elevations estimated using Google Earth                                       |                            |                              |
| <b>WATER LEVEL OBSERVATIONS</b><br><i>Groundwater not encountered</i>                       |    | Boring Started: 08-30-2019 | Boring Completed: 08-30-2019 |
|   |   | Drill Rig: Hand Auger      | Driller: J. Strasilla        |
|   |   | Project No.: NA195107      | Exhibit: A-5                 |
|   |   |                            |                              |

**APPENDIX B**  
**SUPPORTING INFORMATION**

**Geotechnical Engineering Report**

Creekside Elementary School Pavement Replacement Project

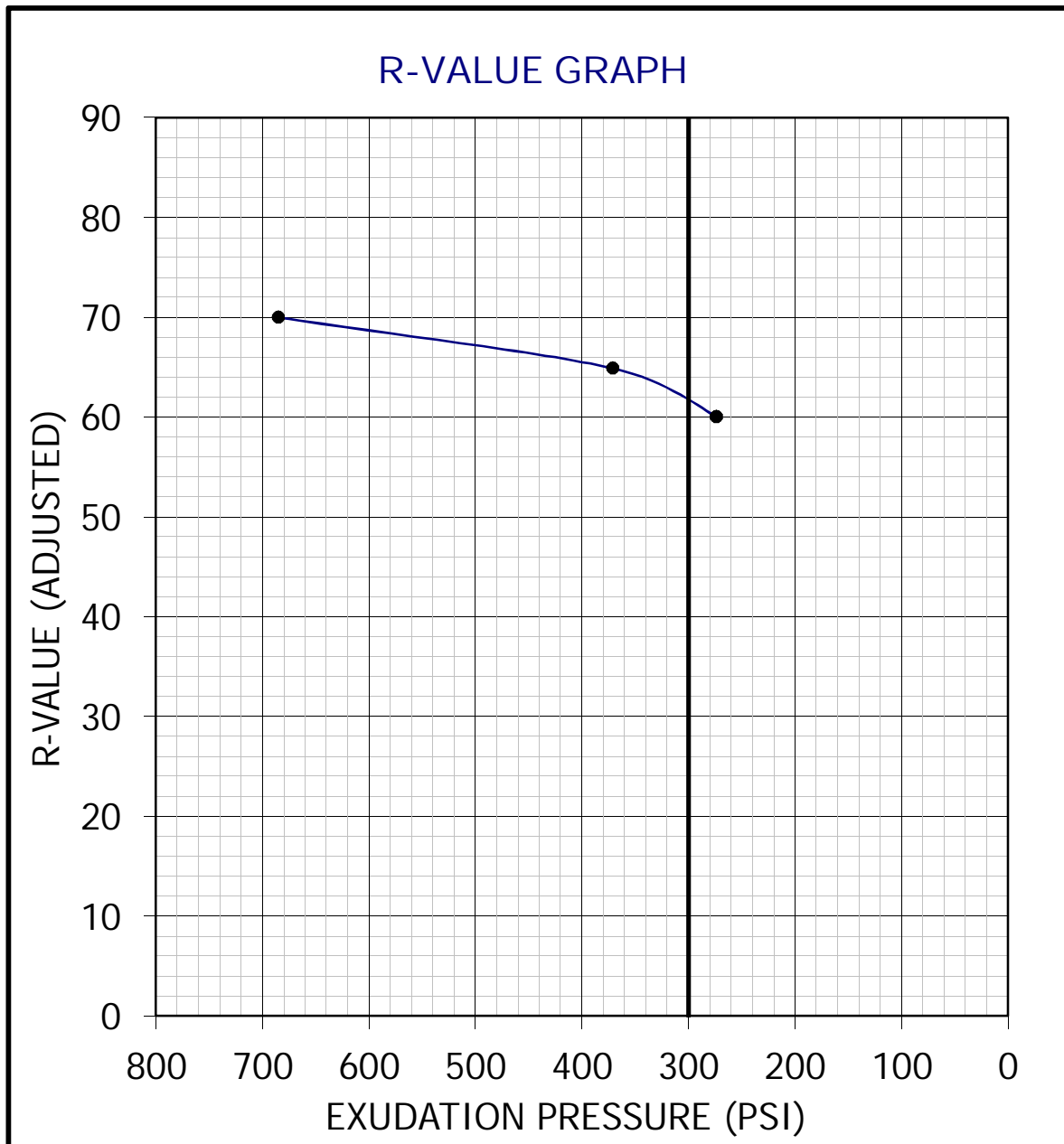
■ Stockton, California October 25, 2019 ■ Terracon Project No. NA195107

**Laboratory Testing**

Soil samples were tested in the laboratory to measure their natural water content. The test results are provided on the boring logs included in Appendix A.

Descriptive classifications of the soils indicated on the boring logs are in accordance with the enclosed General Notes and the Unified Soil Classification System. Also shown are estimated Unified Soil Classification Symbols. A brief description of this classification system is attached to this report. All classification was by visual manual procedures. The result of the R-value test is included in this appendix.

JOB NAME: Creekside Elementary JOB #: NA195107  
 SAMPLE NUMBER: RV-1 Location: Landscaped Area  
 SAMPLE CLASSIFICATION: Clayey Sand



R-VALUE AT 300 PSI  
 EXUDATION  
 PRESSURE: 62

NOTES:






Exhibit B-2



**APPENDIX C**  
**SUPPORTING DOCUMENTS**

# GENERAL NOTES

## DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

|                 |   |                    |   |                    |   |
|-----------------|---|--------------------|---|--------------------|---|
| <b>SAMPLING</b> |  Dynamic Cone Penetrometer  Grab Sample | <b>WATER LEVEL</b> |  Water Initially Encountered<br> Water Level After a Specified Period of Time<br> Water Level After a Specified Period of Time | <b>FIELD TESTS</b> | <b>N</b> Standard Penetration Test Resistance (Blows/Ft.)<br><b>(HP)</b> Hand Penetrometer<br><b>(T)</b> Torvane<br><b>(DCP)</b> Dynamic Cone Penetrometer<br><b>(PID)</b> Photo-Ionization Detector<br><b>(OVA)</b> Organic Vapor Analyzer |
|                 |   |                    |   |                    |   |

Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.

## DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

## LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

| <b>STRENGTH TERMS</b> | <b>RELATIVE DENSITY OF COARSE-GRAINED SOILS</b><br>(More than 50% retained on No. 200 sieve.)<br>Density determined by Standard Penetration Resistance |  | <b>CONSISTENCY OF FINE-GRAINED SOILS</b><br>(50% or more passing the No. 200 sieve.)<br>Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance |  |  |
|-----------------------|--|--|--|--|--|
|                       | <b>Descriptive Term (Density)</b>  | <b>Standard Penetration or N-Value Blows/Ft.</b> | <b>Descriptive Term (Consistency)</b>  | <b>Unconfined Compressive Strength Qu, (tsf)</b> | <b>Standard Penetration or N-Value Blows/Ft.</b> |
|                       | Very Loose   | 0 - 3  | Very Soft  | less than 0.25                                   | 0 - 1  |
|                       | Loose  | 4 - 9  | Soft   | 0.25 to 0.50                                     | 2 - 4  |
|                       | Medium Dense   | 10 - 29  | Medium Stiff   | 0.50 to 1.00                                     | 4 - 8  |
|                       | Dense  | 30 - 50  | Stiff  | 1.00 to 2.00                                     | 8 - 15   |
|                       | Very Dense   | > 50   | Very Stiff   | 2.00 to 4.00                                     | 15 - 30  |
|                       |  |  | Hard   | > 4.00   | > 30   |

## RELATIVE PROPORTIONS OF SAND AND GRAVEL

| <b>Descriptive Term(s) of other constituents</b> | <b>Percent of Dry Weight</b> |
|--|------------------------------|
| Trace  | < 15                         |
| With   | 15 - 29                      |
| Modifier   | > 30                         |

## GRAIN SIZE TERMINOLOGY

| <b>Major Component of Sample</b> | <b>Particle Size</b>                 |
|----------------------------------|--------------------------------------|
| Boulders                         | Over 12 in. (300 mm)                 |
| Cobbles                          | 12 in. to 3 in. (300mm to 75mm)      |
| Gravel                           | 3 in. to #4 sieve (75mm to 4.75 mm)  |
| Sand                             | #4 to #200 sieve (4.75mm to 0.075mm) |
| Silt or Clay                     | Passing #200 sieve (0.075mm)         |

## RELATIVE PROPORTIONS OF FINES

| <b>Descriptive Term(s) of other constituents</b> | <b>Percent of Dry Weight</b> |
|--|------------------------------|
| Trace  | < 5                          |
| With   | 5 - 12                       |
| Modifier   | > 12                         |

## PLASTICITY DESCRIPTION

| <b>Term</b> | <b>Plasticity Index</b> |
|-------------|-------------------------|
| Non-plastic | 0                       |
| Low         | 1 - 10                  |
| Medium      | 11 - 30                 |
| High        | > 30                    |

# UNIFIED SOIL CLASSIFICATION SYSTEM

| Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup> |  |   |  |        | Soil Classification               |                                 |
|--|--|---|--|--------|-----------------------------------|---------------------------------|
|  |  |   |  |        | Group Symbol                      | Group Name <sup>B</sup>         |
| Coarse Grained Soils:<br>More than 50% retained on No. 200 sieve                         | Gravels:<br>More than 50% of coarse fraction retained on No. 4 sieve | Clean Gravels:<br>Less than 5% fines <sup>C</sup>       | Cu ≥ 4 and 1 ≤ Cc ≤ 3 <sup>E</sup>                 | GW     | Well-graded gravel <sup>F</sup>   |                                 |
|  |  |   | Cu < 4 and/or 1 > Cc > 3 <sup>E</sup>              | GP     | Poorly graded gravel <sup>F</sup> |                                 |
|  |  | Gravels with Fines:<br>More than 12% fines <sup>C</sup> | Fines classify as ML or MH                         | GM     | Silty gravel <sup>F,G,H</sup>     |                                 |
|  |  |   | Fines classify as CL or CH                         | GC     | Clayey gravel <sup>F,G,H</sup>    |                                 |
|  | Sands:<br>50% or more of coarse fraction passes No. 4 sieve          | Clean Sands:<br>Less than 5% fines <sup>D</sup>         | Cu ≥ 6 and 1 ≤ Cc ≤ 3 <sup>E</sup>                 | SW     | Well-graded sand <sup>I</sup>     |                                 |
|  |  |   | Cu < 6 and/or 1 > Cc > 3 <sup>E</sup>              | SP     | Poorly graded sand <sup>I</sup>   |                                 |
|  |  | Sands with Fines:<br>More than 12% fines <sup>D</sup>   | Fines classify as ML or MH                         | SM     | Silty sand <sup>G,H,I</sup>       |                                 |
|  |  |   | Fines classify as CL or CH                         | SC     | Clayey sand <sup>G,H,I</sup>      |                                 |
| Fine-Grained Soils:<br>50% or more passes the No. 200 sieve                              | Silts and Clays:<br>Liquid limit less than 50                        | Inorganic:  | PI > 7 and plots on or above “A” line <sup>J</sup> | CL     | Lean clay <sup>K,L,M</sup>        |                                 |
|  |  |   | PI < 4 or plots below “A” line <sup>J</sup>        | ML     | Silt <sup>K,L,M</sup>             |                                 |
|  |  | Organic:  | Liquid limit - oven dried                          | < 0.75 | OL                                | Organic clay <sup>K,L,M,N</sup> |
|  |  |   | Liquid limit - not dried                           |        |                                   | Organic silt <sup>K,L,M,O</sup> |
|  | Silts and Clays:<br>Liquid limit 50 or more                          | Inorganic:  | PI plots on or above “A” line                      | CH     | Fat clay <sup>K,L,M</sup>         |                                 |
|  |  |   | PI plots below “A” line                            | MH     | Elastic Silt <sup>K,L,M</sup>     |                                 |
|  |  | Organic:  | Liquid limit - oven dried                          | < 0.75 | OH                                | Organic clay <sup>K,L,M,P</sup> |
|  |  |   | Liquid limit - not dried                           |        |                                   | Organic silt <sup>K,L,M,Q</sup> |
| Highly organic soils:  | Primarily organic matter, dark in color, and organic odor            |   |  | PT     | Peat                              |                                 |

<sup>A</sup> Based on the material passing the 3-inch (75-mm) sieve

<sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>C</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

<sup>D</sup> Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$^E Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>H</sup> If fines are organic, add "with organic fines" to group name.

<sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>J</sup> If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

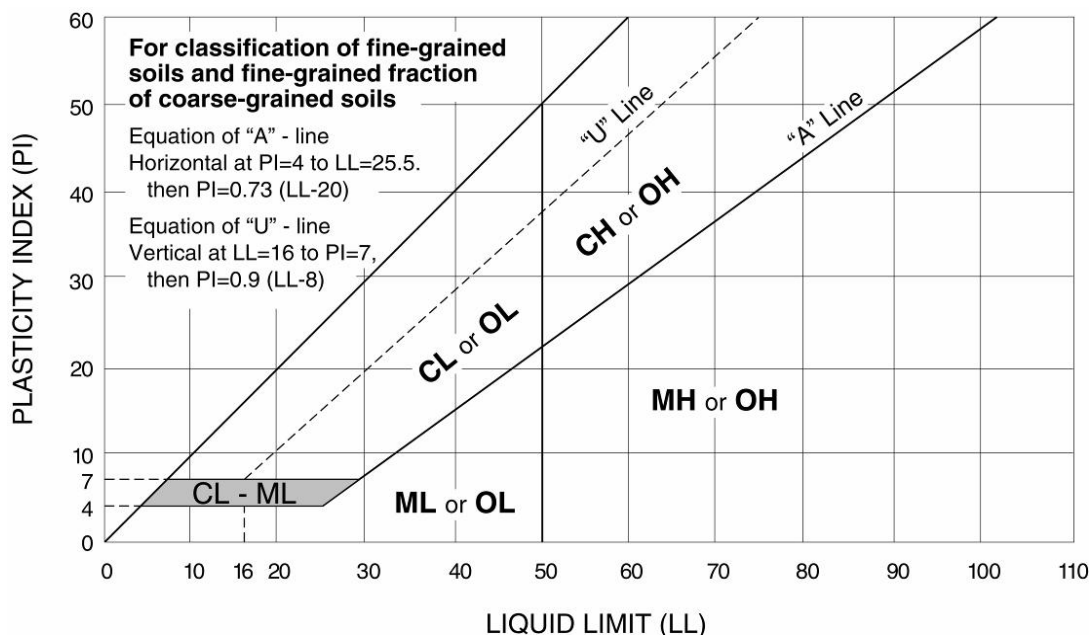
<sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>N</sup> PI  $\geq 4$  and plots on or above "A" line.

<sup>O</sup> PI < 4 or plots below "A" line.

<sup>P</sup> PI plots on or above "A" line.

<sup>Q</sup> PI plots below "A" line.



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:

Construction of new parking lot, accessible path of travel upgrades, fencing, lighting and trash enclosure.

**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) N/A

- B. Work on the Project that will be performed by others concurrent with the Work of this Contract:

(1) N/A

**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 Thirty Five Thousand Dollars (\$35,000.00) for unforeseen conditions and One Hundred Thousand Dollars (\$100,000.00) for soil treatment for Creekside Elementary School as allowances 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**

NOT USED

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 10 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): \$\_\_\_\_\_

**LODI UNIFIED SCHOOL DISTRICT**

**APPLICATION FOR PAYMENT AND  
CONDITIONAL AND UNCONDITIONAL  
WAIVER AND RELEASE FORMS  
DOCUMENT 01 29 00-1**

- (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 issuance of the Notice to Proceed 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      | <u>June 1, 2020</u>  |
| FINAL PROJECT COMPLETION | <u>July 31, 2020</u> |

**1.04 QUALIFICATIONS**

- A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of Microsoft Project. 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 ( $\frac{3}{4}$ ) 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 Microsoft Project. Such software shall be compatible with Windows operating system. Contractor shall transmit contract file to District electronically 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) Ten (10) 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 ten (10) 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 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. Also certify that Contractor-furnished equipment can be installed in allocated space. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Submittals shall not be used as a means of requesting a substitution.
  - (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.
- (4) Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Trade Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the 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  |

|     |       |   |
|-----|-------|---|
| 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   |



|     |        |   |
|-----|--------|---|
| 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><a href="http://www.aluminum.org">www.aluminum.org</a>  | 703/358-2960 |
| AABC   | Associated Air Balance Council<br>1518 K Street, NW, Suite 503<br>Washington, DC 20005<br><a href="http://www.aabc.com">www.aabc.com</a>  | 202/737-0202 |
| AAMA   | American Architectural Manufacturers Association<br>1827 Walden Office Sq., Suite 550<br>Schaumburg, IL 60173-4268<br><a href="http://www.aamanet.org">www.aamanet.org</a>                              | 847/303-5664 |
| AASHTO | American Association of State Highway and<br>Transportation Officials<br>444 N Capitol St. NW - Suite 249<br>Washington, DC 20001<br><a href="http://www.transportation.org">www.transportation.org</a> | 202/624-5800 |
| AATCC  | American Association of Textile Chemists and<br>Colorists<br>P.O. Box 12215<br>One Davis Drive<br>Research Triangle Park, NC 27709 2215<br><a href="http://www.aatcc.org">www.aatcc.org</a>             | 919/549-8141 |
| ACA    | American Coatings Association<br>1500 Rhode Island Ave., NW<br>Washington DC, 20005<br><a href="http://www.paint.org">www.paint.org</a>   | 202/462-6272 |

|       |   |              |
|-------|---|--------------|
| ACI   | American Concrete Institute<br>38800 Country Club Dr.<br>Farmington Hills, MI 48331-3439<br><a href="http://www.concrete.org">www.concrete.org</a>                      | 248/848-3700 |
| ACPA  | American Concrete Pipe Association<br>8445 Freeport Parkway, Suite 350<br>Irving, TX 75063-2595<br><a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a>     | 972/506-7216 |
| ADC   | Air Duct Council<br>1901 N. Roselle Road, Suite 800<br>Schaumburg, Illinois 60195<br><a href="http://www.flexibleduct.org">www.flexibleduct.org</a>                     | 847/706-6750 |
| AF&PA | American Forest and Paper Association<br>1101 K Street, NW, Suite 700<br>Washington, DC 20005<br><a href="http://www.afandpa.org">www.afandpa.org</a>                   | 202/463-2700 |
| AGA   | American Gas Association<br>400 North Capitol Street, NW<br>Washington, DC 20001<br><a href="http://www.aga.org">www.aga.org</a>  | 202/824-7000 |
| AGC   | Associate General Contractors of America<br>2300 Wilson Blvd., Suite 300<br>Arlington, VA 22201<br><a href="http://www.agc.org">www.agc.org</a>                         | 703/548-3118 |
| AHA   | American Hardboard Association<br>1210 West Northwest Highway<br>Palatine, IL 60067<br><a href="http://domensino.com/AHA/default.htm">domensino.com/AHA/default.htm</a> | 847/934-8800 |
| AI    | Asphalt Institute<br>2696 Research Park Drive<br>Lexington, KY 40511-8480<br><a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>                     | 859/288-4960 |
| AIA   | The American Institute of Architects<br>1735 New York Ave., NW<br>Washington, DC 20006-5292<br><a href="http://www.aia.org">www.aia.org</a>                             | 202/626-7300 |
| AISC  | American Institute of Steel Construction<br>130 East Randolph Street Suite 2000<br>Chicago, IL 60601<br><a href="http://www.aisc.org">www.aisc.org</a>                  | 312.670.2400 |

|      |   |              |
|------|---|--------------|
| AIA  | American Insurance Association<br>(formerly the National Board of Fire Underwriters)<br>555 12th St, NW, Suite 550<br>Washington DC 20004<br><a href="http://www.aiadc.org">www.aiadc.org</a>   | 202/828-7100 |
| AISI | American Iron and Steel Institute<br>25 Massachusetts Ave., NW, Suite 800<br>Washington, DC 20001<br><a href="http://www.steel.org">www.steel.org</a>   | 202/452.7100 |
| AITC | American Institute of Timber Construction<br>7012 S. Revere Parkway Suite 140<br>Centennial, CO 80112<br><a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a>                           | 503/639.0651 |
| ALI  | Associated Laboratories, Inc.<br>P.O. Box 152837<br>Dallas, TX 75315<br><a href="http://www.assoc-labs.com">www.assoc-labs.com</a>  | 214/565-0593 |
| ALSC | American Lumber Standards Committee, Inc.<br>7470 New Technology Way, Suite F<br>Frederick, MD 21703<br><a href="http://www.alsc.org">www.alsc.org</a>  | 301/972-1700 |
| AMCA | Air Movement and Control Association<br>International, Inc.<br>30 W. University Drive<br>Arlington Heights, IL 60004<br><a href="http://www.amca.org">www.amca.org</a>                          | 847/394-0150 |
| ANLA | American Nursery & Landscape Association (now<br>AmericanHort)<br>525 9 <sup>th</sup> St NW, Suite 80<br>Washington, DC 20004<br><a href="http://www.americanhort.org">www.americanhort.org</a> | 202/789-2900 |
| ANSI | American National Standards Institute<br>1899 L Street, NW, 11th Floor<br>Washington, DC, 20036<br><a href="http://www.ansi.org">www.ansi.org</a>   | 202/293.8020 |
| APA  | APA-The Engineered Wood Association<br>7011 S. 19th Street<br>Tacoma, WA 98466-5333<br><a href="http://www.apawood.org">www.apawood.org</a>   | 253/565-6600 |

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| APA    | Architectural Precast Association<br>325 John Know Rd, Ste L103<br>Tallahassee, FL 32303<br><a href="http://www.archprecast.org">www.archprecast.org</a>   | 850/205.5637                 |
| ARI    | Air Conditioning and Refrigeration Institute (now<br>Air-Conditioning, Heating, & Refrigeration<br>Institute)<br>2111 Wilson Blvd, Suite 500<br>Arlington, VA 22201<br><a href="http://www.ahrinet.org">www.ahrinet.org</a>    | 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><a href="http://www.asphaltroofing.org">www.asphaltroofing.org</a> | 202/591-2450                 |
| ASA    | The Acoustical Society of America<br>ASA Office Manager<br>Suite 1N01<br>2 Huntington Quadrangle<br>Melville, NY 11747-4502<br><a href="http://asa.aip.org">http://asa.aip.org</a>   | 516/576-2360                 |
| ASCE   | American Society of Civil Engineers<br>1801 Alexander Bell Drive<br>Reston, VA 20191<br><a href="http://www.asce.org">www.asce.org</a>   | 800/548-2723<br>703/295-6300 |
| ASHRAE | American Society of Heating, Refrigerating and Air<br>Conditioning Engineers<br>1791 Tullie Circle, NE<br>Atlanta, GA 30329-2305<br><a href="http://www.ashrae.org">www.ashrae.org</a>   | 800/527-4723<br>404/636-8400 |
| ASLA   | American Society of Landscape Architects<br>636 Eye Street, NW<br>Washington, DC 20001-3736<br><a href="http://www.asla.org">www.asla.org</a>  | 202/898-2444                 |
| ASME   | American Society of Mechanical Engineers<br>Three Park Avenue<br>New York, NY 10016-5990<br><a href="http://www.asme.org">www.asme.org</a>   | 800/434-2763                 |
| ASPE   | American Society of Plumbing Engineers<br>2980 S River Rd.<br>Des Plaines, IL 60018<br><a href="http://aspe.org">http://aspe.org</a>   | 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><a href="http://asq.org">http://asq.org</a> | 800/248-1946<br>414/272-8575 |
| ASSE | American Society of Sanitary Engineering<br>901 Canterbury, Suite A<br>Westlake, Ohio 44145<br><a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>                      | 440/835-3040                 |
| ASTM | ASTM International<br>100 Barr Harbor Drive<br>PO Box C700<br>West Conshohocken, PA, 19428-2959<br><a href="http://www.astm.org">www.astm.org</a>                                    | 610/832-9500                 |
| AWCI | Association of the Wall and Ceiling Industry<br>513 West Broad Street, Suite 210<br>Falls Church, VA 22046<br><a href="http://www.awci.org">www.awci.org</a>                         | 703/538-1600                 |
| AWPA | American Wood Protection Association<br>P.O. Box 361784<br>Birmingham, AL 35236-1784<br><a href="http://www.awpa.com">www.awpa.com</a>   | 205/733-4077                 |
| AWPI | American Wood Preservers Institute<br>2750 Prosperity Ave.<br>Suite 550<br>Fairfax, VA 22031-4312<br><a href="http://www.arcat.com">www.arcat.com</a>                                | 800/356-AWPI<br>703/204-0500 |
| AWS  | American Welding Society<br>8669 Doral Boulevard, Suite 130<br>Doral, Florida 33166<br><a href="http://www.aws.org">www.aws.org</a>  | 800/443-9353<br>305/443-9353 |
| AWI  | Architectural Woodwork Institute<br>46179 Westlake Drive, Suite 120<br>Potomac Falls, VA 20165-5874<br><a href="http://www.awinet.org">www.awinet.org</a>                            | 571/323-3636                 |
| AWWA | American Water Works Association<br>6666 West Quincy Avenue<br>Denver, CO 80235<br><a href="http://www.awwa.org">www.awwa.org</a>  | 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><a href="http://www.buildershardware.com">www.buildershardware.com</a>  | 212/297-2122                 |
| BIA   | The Brick Industry Association<br>1850 Centennial Park Drive, Suite 301<br>Reston, VA 20191<br><a href="http://www.gobrick.com">www.gobrick.com</a>  | 703/620-0010                 |
| CGA   | Compressed Gas Association<br>14501 George Carter Way, Suite 103<br>Chantilly VA 20151-2923<br><a href="http://www.cganet.com">www.cganet.com</a>  | 703/788-2700                 |
| CISCA | Ceilings & Interior Systems Construction Association<br>1010 Jorie Blvd, Suite 30<br>Oak Brook, IL 60523<br><a href="http://www.cisca.org">www.cisca.org</a>   | 630/584-1919                 |
| CISPI | Cast Iron Soil Pipe Institute<br>1064 Delaware Avenue SE<br>Atlanta, GA 30316<br><a href="http://www.cispi.org">www.cispi.org</a>  | 404/622-0073                 |
| CLFMI | Chain Link Fence Manufacturers Institute<br>10015 Old Columbia Road, Suite B-215<br>Columbia, MD 21046<br><a href="http://www.associationsites.com/main-pub.cfm?usr=clfma">www.associationsites.com/main-pub.cfm?usr=clfma</a> | 410/290-6267                 |
| CPA   | Composite Panel Association<br>19465 Deerfield Avenue, Suite 306<br>Leesburg, VA 20176<br><a href="http://www.compositepanel.org">www.compositepanel.org</a>   | 703/724-1128                 |
| CPSC  | Consumer Product Safety Commission<br>4330 East West Highway<br>Bethesda, MD 20814<br><a href="http://www.cpsc.gov">www.cpsc.gov</a>   | 301/504-7923<br>800/638-2772 |
| CRA   | California Redwood Association<br>405 Enfrente Drive, Suite 200<br>Novato, CA 94949<br><a href="http://www.calredwood.org">www.calredwood.org</a>  | 415/382-0662                 |



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| CRI   | Carpet and Rug Institute<br>P.O. Box 2048<br>Dalton, Georgia 30722-2048<br><a href="http://www.carpet-rug.org">www.carpet-rug.org</a>   | 706/278-3176 |
| CRSI  | Concrete Reinforcing Steel Institute<br>933 N. Plum Grove Road<br>Schaumburg, IL 60173 4758<br><a href="http://www.crsi.org">www.crsi.org</a>                                 | 847/517-1200 |
| CSI   | The Construction Specifications Institute<br>110 South Union Street, Suite 100<br>Alexandria VA 22314<br><a href="http://www.csinet.org">www.csinet.org</a>                   | 800/689-2900 |
| CTIOA | Ceramic Tile Institute of America<br>12061 Jefferson Blvd.<br>Culver City, CA 90230-6219<br><a href="http://www.ctioa.org">www.ctioa.org</a>                                  | 310/574-7800 |
| DHI   | Door and Hardware Institute<br>(formerly National Builders Hardware Association)<br>14150 Newbrook Dr.<br>Chantilly, VA 20151<br><a href="http://www.dhi.org">www.dhi.org</a> | 703/222-2010 |
| DIPRA | Ductile Iron Pipe Research Association<br>2000 2nd Avenue, South<br>Suite 429<br>Birmingham, AL 35233<br><a href="http://www.dipra.org">www.dipra.org</a>                     | 205/402-8700 |
| DOC   | U.S. Department of Commerce<br>1401 Constitution Ave., NW<br>Washington, D.C. 20230<br><a href="http://www.commerce.gov">www.commerce.gov</a>                                 | 202/482-2000 |
| DOT   | U.S. Department of Transportation<br>1200 New Jersey Avenue, SE<br>Washington, DC 20590<br><a href="http://www.dot.gov">www.dot.gov</a>                                       | 855/368-4200 |
| EJMA  | Expansion Joint Manufacturers Association, Inc.<br>25 North Broadway<br>Tarrytown, NY 10591<br><a href="http://www.ejma.org">www.ejma.org</a>                                 | 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><a href="http://www.epa.gov">www.epa.gov</a>   | 202/272-0167                 |
| FCICA     | Floor Covering Installation Contractors Association<br>7439 Millwood Drive<br>West Bloomfield, MI 48322<br><a href="http://www.fcica.com">www.fcica.com</a>  | 248/661-5015<br>877/TO-FCICA |
| FM Global | Factory Mutual Insurance Company<br>Amy Daley<br>Global Practice Leader – Education, Public Entities,<br>Health Care<br>FM Global<br>270 Central Avenue<br>Johnston, RI 02919-4949<br><a href="http://www.fmglobal.com">www.fmglobal.com</a> | 401/275-3000<br>401/275-3029 |
| FS        | General Services Administration (GSA) Index of<br>Federal Specifications, Standards and Commercial<br>Item Descriptions<br>470 East L'Enfant Plaza, SW, Suite 8100<br>Washington, DC 20407<br><a href="http://www.gsa.gov">www.gsa.gov</a>   | 202/619-8925                 |
| GA        | The Gypsum Association<br>6525 Belcrest Road, Suite 480<br>Hyattsville, MD 20782<br><a href="http://www.gypsum.org">www.gypsum.org</a>   | 301/277-8686                 |
| GANA      | Glass Association of North America<br>800 SW Jackson St., Suite 1500<br>Topeka, KS 66612-1200<br><a href="http://www.glasswebsite.com">www.glasswebsite.com</a>  | 785/271-0208                 |
| HMA       | Hardwood Manufacturers Association<br>665 Rodi Road, Suite 305<br>Pittsburgh, PA 15235<br><a href="http://hmamembers.org">http://hmamembers.org</a>  | 412/244-0440                 |
| HPVA      | Hardwood Plywood & Veneer Association<br>1825 Michael Faraday Drive<br>Reston, Virginia 20190<br><a href="http://www.hpva.org">www.hpva.org</a>  | 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><a href="http://www.iapmo.org">www.iapmo.org</a> | 909/472-4100                 |
| ICC                         | International Code Council<br>500 New Jersey Avenue, NW, 6th Floor<br>Washington, DC 20001<br><a href="http://www.iccsafe.org">www.iccsafe.org</a>   | 888/422-7233                 |
| IEEE                        | Institute of Electrical and Electronics Engineers<br>3 Park Avenue, 17th Floor<br>New York, NY 10016-5997<br><a href="http://www.ieee.org">www.ieee.org</a>  | 212/419-7900                 |
| IES                         | Illuminating Engineering Society<br>120 Wall Street, Floor 17<br>New York, NY 10005-4001<br><a href="http://www.ies.org">www.ies.org</a>   | 212/248-5000                 |
| ITRK                        | Intertek Testing Services<br>3933 US Route 11<br>Cortland, NY 13045<br><a href="http://www.intertek.com">www.intertek.com</a>  | 607/753-6711                 |
| MCAA                        | Mechanical Contractors Association of America<br>1385 Piccard Drive<br>Rockville, MD 20850<br><a href="http://www.mcaa.org">www.mcaa.org</a>   | 301/869-5800                 |
| MIA                         | Marble Institute of America<br>28901 Clemens Rd, Ste 100<br>Cleveland, OH 44145<br><a href="http://www.marble-institute.com">www.marble-institute.com</a>  | 440/250-9222                 |
| MMPA<br>(formerly<br>WMMPA) | Moulding & Millwork Producers Association<br>(formerly Wood Moulding & Millwork Producers Association)<br>507 First Street<br>Woodland, CA 95695<br><a href="http://www.wmmpa.com">www.wmmpa.com</a>                         | 530/661-9591<br>800/550-7889 |

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| MSS   | Manufacturers Standardization Society (MSS) of<br>the Valve and Fittings Industry<br>127 Park Street, NE<br>Vienna, VA 22180-4602<br><a href="http://mss-hq.org">http://mss-hq.org</a> | 703/281-6613                 |
| NAAMM | National Association of Architectural Metal<br>Manufacturers<br>800 Roosevelt Rd. Bldg. C, Suite 312<br>Glen Ellyn, IL 60137<br><a href="http://www.naamm.org">www.naamm.org</a>       | 630/942-6591                 |
| NAIMA | North American Insulation Manufacturers<br>Association<br>44 Canal Center Plaza, Suite 310<br>Alexandria, VA 22314<br><a href="http://www.naima.org">www.naima.org</a>                 | 703/684-0084                 |
| NAPA  | National Asphalt Pavement Association<br>5100 Forbes Blvd.<br>Lanham, MD USA 20706-4407<br><a href="http://www.asphaltpavement.org">www.asphaltpavement.org</a>                        | 888/468-6499<br>301/731-4748 |
| NCSPA | National Corrugated Steel<br>Pipe Association<br>14070 Proton Road, Suite 100 LB9<br>Dallas, TX 75244<br><a href="http://www.ncspa.org">www.ncspa.org</a>                              | 972/850-1907                 |
| NCMA  | National Concrete Masonry Association<br>13750 Sunrise Valley Drive<br>Herndon, VA 20171-4662<br><a href="http://www.ncma.org">www.ncma.org</a>  | 703/713-1900                 |
| NEBB  | National Environmental Balancing Bureau<br>8575 Grovemont Circle<br>Gaithersburg, MD 20877<br><a href="http://www.nebb.org">www.nebb.org</a>   | 301/977-3698                 |
| NECA  | National Electrical Contractors Association<br>3 Bethesda Metro Center, Suite 1100<br>Bethesda, MD 20814<br><a href="http://www.necanet.org">www.necanet.org</a>                       | 301/657-3110                 |
| NEMA  | National Electrical Manufacturers Association<br>1300 North 17th Street, Suite 1752<br>Rosslyn, Virginia 22209<br><a href="http://www.nema.org">www.nema.org</a>                       | 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><a href="http://www.neii.org">www.neii.org</a>   | 518/854-3100                 |
| NFPA | National Fire Protection Association<br>1 Batterymarch Park<br>Quincy, Massachusetts<br>USA 02169-7471<br><a href="http://www.nfpa.org">www.nfpa.org</a>   | 617/770-3000                 |
| NHLA | National Hardwood Lumber Association<br>PO Box 34518<br>Memphis, TN 38184<br><a href="http://www.nhla.com">www.nhla.com</a>  | 901/377-1818                 |
| NIA  | National Insulation Association<br>12100 Sunset Hills Road, Suite 330<br>Reston, VA 20190<br><a href="http://www.insulation.org">www.insulation.org</a>  | 703/464-6422                 |
| NRCA | National Roofing Contractors Association<br>10255 W. Higgins Road, Suite 600<br>Rosemont, IL 60018-5607<br><a href="http://www.nrca.net">www.nrca.net</a>  | 847/299-9070                 |
| NSF  | NSF International<br>P.O. Box 130140<br>789 N. Dixboro Road<br>Ann Arbor, MI 48113-0140, USA<br><a href="http://www.nsf.org">www.nsf.org</a>   | 800/673-6275<br>734/769-8010 |
| NTMA | National Terrazzo and Mosaic Association<br>PO Box 2605<br>Fredericksburg, TX 78624<br><a href="http://www.ntma.com">www.ntma.com</a>  | 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><a href="http://www.osha.gov">www.osha.gov</a> | 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. 7 <sup>th</sup> Floor<br>Washington, D.C. 20001<br><a href="http://www.cement.org">www.cement.org</a> | 847/966-6200<br>202/408-9494                 |
| PCI    | Precast/Prestressed Concrete Institute<br>200 W. Adams St. #2100<br>Chicago, IL 60606<br><a href="http://www.pci.org">www.pci.org</a>   | 312/786-0300                                 |
| PDCA   | Painting and Decorating Contractors of America<br>2316 Millpark Drive, Ste 220<br>Maryland Heights, MO 63043<br><a href="http://www.pdca.com">www.pdca.com</a>  | 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><a href="http://pdionline.org">http://pdionline.org</a>   | 978/557-0720<br>800/589-8956                 |
| PEI    | Porcelain Enamel Institute, Inc.<br>P.O. Box 920220<br>Norcross, GA 30010<br><a href="http://www.porcelainenamel.com">www.porcelainenamel.com</a>   | 770/676-9366                                 |
| PG&E   | Pacific Gas & Electric Company<br><a href="http://www.pge.com">www.pge.com</a>  | 800/743-5000                                 |
| PLANET | Professional Landcare Network<br>950 Herndon Parkway, Suite 450<br>Herndon, Virginia 20170<br><a href="http://www.landcarenetwork.org">www.landcarenetwork.org</a>  | 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><a href="http://www.rfci.com">www.rfci.com</a>   | 706/882-3833                                 |
| RIS    | Redwood Inspection Service<br>818 Grayson Road, Suite 201<br>Pleasant Hill, CA 94523<br><a href="http://www.redwoodinspection.com">www.redwoodinspection.com</a>  | 925/935-1499                                 |
| SDI    | Steel Deck Institute<br>P.O. Box 25<br>Fox River Grove, IL 60021<br><a href="http://www.sdi.org">www.sdi.org</a>  | 847/458-4647                                 |

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| SDI    | Steel Door Institute<br>30200 Detroit Road<br>Westlake, Ohio 44145<br><a href="http://www.steeldoor.org">www.steeldoor.org</a>   | 440/899-0010                 |
| SJI    | Steel Joist Institute<br>234 W. Cheves Street<br>Florence, SC 29501<br><a href="http://steeljoist.org">http://steeljoist.org</a>   | 843/407-4091                 |
| SMA    | Stucco Manufacturers Association<br>500 East Yale Loop<br>Irvine, CA 92614<br><a href="http://www.stuccomfgassoc.com">www.stuccomfgassoc.com</a>   | 949/387.7611                 |
| SMACNA | Sheet Metal and Air Conditioning Contractors'<br>National Association<br>4201 Lafayette Center Drive<br>Chantilly, Virginia 20151-1219<br><a href="http://www.smacna.org">www.smacna.org</a> | 703/803-2980                 |
| SPI    | SPI: The Plastics Industry Trade Association, Inc.<br>1667 K St., NW, Suite 1000<br>Washington, DC 20006<br><a href="http://www.plasticsindustry.org">www.plasticsindustry.org</a>           | 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><a href="http://www.sspc.org">www.sspc.org</a>           | 412/281-2331<br>877/281-7772 |
| TCA    | The Tile Council of North America<br>100 Clemson Research Blvd.<br>Anderson, SC 29625<br><a href="http://www.tcnatile.com">www.tcnatile.com</a>  | 864/646-8453                 |
| TPI    | Truss Plate Institute<br>218 North Lee Street, Suite 312<br>Alexandria, VA 22314<br><a href="http://www.tpinst.org">www.tpinst.org</a>   | 703/683-1010                 |
| TPI    | Turfgrass Producers International<br>2 East Main Street<br>East Dundee, IL 60118<br><a href="http://www.turfgrasssod.org">www.turfgrasssod.org</a>   | 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><a href="http://www.tcia.org">www.tcia.org</a> | 800/733-2622                 |
| TVI  | The Vermiculite Institute<br>c/o The Schundler Company<br>150 Whitman Avenue<br>Edison, NJ. 08817<br><a href="http://www.vermiculiteinstitute.org">www.vermiculiteinstitute.org</a>     | 732/287-2244                 |
| UL   | Underwriters Laboratories Inc.<br>333 Pfingsten Road<br>Northbrook, IL 60062-2096<br><a href="http://www.ul.com">www.ul.com</a>   | 847/272-8800<br>877/854-3577 |
| UNI  | Uni-Bell PVC Pipe Association<br>2711 LBJ Freeway, Suite 1000<br>Dallas, TX 75234<br><a href="http://www.uni-bell.org">www.uni-bell.org</a>   | 972/243-3902                 |
| USDA | U.S. Department of Agriculture<br>1400 Independence Ave., S.W.<br>Washington, DC 20250<br><a href="http://www.usda.gov">www.usda.gov</a>  | 202/720-2791                 |
| WA   | Wallcoverings Association<br>401 North Michigan Avenue<br>Suite 2200<br>Chicago, IL 60611<br><a href="http://www.wallcoverings.org">www.wallcoverings.org</a>                           | 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.
- (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) Contractor to provide temporary fencing necessary to secure the work site, and provide portable toilets.

**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) Contractor shall provide and maintain a Project identification sign with the design, text, and colors designated by the District and/or the Design Professional; locate sign as approved by the District.

- (2) Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

B. Materials:

- (1) Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.
- (2) Sign Surface: Minimum 3/4-inch exterior grade plywood.
- (3) Rough Hardware: Galvanized.
- (4) Paint: Exterior quality, of type and colors selected by the District and/or the Design Professional.

C. Fabrication:

- (1) Contractor shall fabricate to provide smooth, even surface for painting.
- (2) Size: 4'-0" x 8'-0", unless otherwise indicated.
- (3) Contractor shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.
- (4) Text and Graphics: As indicated.

**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 sixty-five percent (65%) 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. CHPS Submittal: Not used.
- I. Qualification Data: For Waste Management Coordinator.
- J. 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.
- K. 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 DOCUMENT

## 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 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**

- A. General: If desired, 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: Not used.
  - (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**

- A. General: If desired, 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 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

DOCUMENT 01 64 00

**OWNER-FURNISHED PRODUCTS**

**NOT USED**

## 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-Built") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Built shall be available at the Project Site. The Contractor shall submit reproducible vellums at the conclusion of the Project following review of the blue line 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

## **SECTION 02 41 00**

### **SITE DEMOLITION**

#### **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, Temporary Facilities and Controls.
- B. Section 310000, Earthwork.

##### **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 Engineer 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 Engineer 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 Engineer.
  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 Engineer 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

## **SECTION 04 20 00**

### **CONCRETE UNIT MASONRY**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Concrete masonry units (CMU) – plain & decorative.
- B. Mortar.
- C. Grout.
- D. Water repellent admixtures for integrated water repellent in CMU and mortar.
- E. Cleaning of CMU surfaces.
- F. Surface applied penetrating water repellent treatments for vertical and horizontal surfaces CMU surfaces.

##### **1.02 RELATED SECTIONS**

- A. Section 00 72 13: General Conditions.

##### **1.03 REFERENCES**

- A. ASTM International (ASTM):
  - 1. ASTM C33 - Standard Specification for Concrete Aggregates.
  - 2. ASTM C55 - Standard Specification for Concrete Building Brick.
  - 3. ASTM C90 - 11b - Standard Specification for Load-Bearing Concrete Masonry Units.
  - 4. ASTM C129 - Standard Specification for Non-Load-Bearing Concrete Masonry Units.
  - 5. ASTM C140 -12 - Standard Test Methods for Sampling and Testing Concrete Masonry Units.
  - 6. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
  - 7. ASTM C150 - Standard Specification for Portland Cement.
  - 8. ASTM C207 - Hydrated Lime for Masonry Purposes
  - 9. ASTM C270 - Standard Specification for Mortar for Unit Masonry
  - 11. ASTM C331 - Standard Specification for Lightweight Aggregates for Concrete Masonry Units
  - 12. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
  - 13. ASTM C476 - Standard Specification for Grout for Masonry
  - 14. ASTM C514 - Standard Test Method for Water Penetration and Leakage through Masonry.
  - 15. ASTM C1019 - Standard Test Method for Sampling and Testing Grout.
  - 16. ASTM C1072 - Standard Test Methods for Measurement of Masonry

## Flexural Bond Strength

17. ASTM C1384 - Standard Specification for Admixtures for Masonry Mortar
18. ASTM E514 - Standard Test Method for Water Penetration and Leakage through Masonry

## B. National Concrete Masonry Association (NCMA):

1. NCMA TEK Bulletin #3-1B – All-Weather Concrete Masonry Construction.
2. NCMA TEK Bulletin #8-2A – Removal of Stains from Concrete Masonry.
3. NCMA TEK Bulletin #8-3A – Control and Removal of Efflorescence.
4. NCMA TEK Bulletin #8-4A – Cleaning Concrete Masonry
5. NCMA TEK Bulletin #9-2B – Self-Consolidating Grout for Concrete Masonry.
6. NCMA TEK Bulletin #9-4A – Grouts for Concrete Masonry.
7. NCMA TEK Bulletin #10-1 – Design of Concrete Masonry for Crack Control.
8. NCMA TEK Bulletin #19-2 – Details for Building Dry Concrete Masonry Walls.
9. NCMA TEK Bulletin #19-4 – Flashing for Concrete Masonry.
10. NCMA TEK Bulletin #19-7 – Characteristics of Concrete Masonry Units with Integral Water Repellant.

## C. Other Standards and Codes:

1. Masonry Standards Joint Committee (MSJC).
2. California Building Code (CBC) - 2016 edition.

**1.04 SUBMITTALS**

## A. Product Data:

1. Manufacturer's product data for each type of masonry unit, mortar, integral and surface applied water repellent materials, accessories, and other manufactured products.
2. Manufacturer's written statement of VOC content.

## B. Compliance Data:

1. Certificate from masonry installer stating that only CMU and mortar containing specified water repellent admixtures at the manufacturer's recommended dosages have been used for construction of water-repellent masonry.
2. Certifications that each type of product and material complies with specified requirements.
3. Tests and evaluation reports prepared by qualified independent laboratory indicating compliance with performance requirements for water repellent CMU and mortar admixtures.
4. Supplier's certificates indicating materials comply with these specifications. These shall include:

- a) Aggregates
  - b) Cement
  - c) Admixtures
  - d) Water Repellants
- C. Color Selection: For initial selection submit:
- 1. Unit masonry samples showing full extent of colors and textures available for each type of exposed unit masonry required.
  - 2. Colored mortar samples showing full extent of colors available.
- D. Samples: For verification purposes submit:
- 1. Physical samples for each style & color specified of exposed masonry unit specified, including full range of colors and textures to be expected in completed work.
  - 2. Colored mortar samples for each color required. Show full range of color which can be expected in finished work; label samples to indicate type and amount of colorant used.
- E. Submit mix designs for mortar and grout.
- F. Submit one hard copy and one electronic copy of all warranties for the Owner's use.

#### **1.05 QUALITY ASSURANCE**

- A. Furnish and install all concrete unit masonry, materials and accessories as shown on the Drawings and specified herein.
- B. Supervise setting of reinforcing, dowels and other structural components as indicated on the Structural Drawings.
- C. Hot and cold weather requirements: In accordance with TMS 602/ACI 530.1/ASCE 6.
- D. Surface applied water repellent system installers shall be trained and approved by manufacturer.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. Do not install units that have become wet.
- B. Store integral water repellent mortar admixture and surface applied water repellent coatings in an area where the temperature is maintained between 40 to 110 degrees F. Do not allow these materials to freeze; discard any frozen



materials.

- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- E. Deliver pre-blended, dry mortar mix in moisture-resistant containers designed for use with dispensing silos. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in covered weatherproof dispensing silos.
- F. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

#### 1.07 PROJECT CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress. Cover shall extend 24 inches' minimum down each face and be fastened securely in place. Protect masonry from damage due to demolition and other work on site.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after constructing masonry walls.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry. Immediately remove grout, mortar, and soil that come in contact with such masonry.
  - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  - 2. Protect sills, ledges, and projections from mortar droppings.
  - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Surface applied water repellent system: Proceed with application only after thorough cleaning and drying as specified in this section and with the following existing and forecasted weather and substrate conditions permit water repellents to be applied according to manufacturer's written instructions and warranty requirements:
  - 1. Concrete surfaces and mortar have cured for not less than 28 days.
  - 2. Rain is not predicted within 24 hours.
  - 3. Not less than 7 days have passed since surfaces were last wet.
  - 4. Windy conditions do not exist that might cause water repellent to be

blown on to vegetation or surfaces not intended to be treated.

## **PART 2 – PRODUCTS**

### **2.01 CONCRETE MASONRY UNITS**

- A. Manufacturer:
1. Basalite Concrete Products, LLC (Specified)  
605 Industrial Way  
Dixon, CA 95620  
Phone: 707-678-1901  
[www.basalite.com](http://www.basalite.com)
  2. Approved equal
  3. Obtain all CMU products from a single manufacturer.
- B. Shapes: Provide shapes indicated and as follows, with exposed surfaces and colors as depicted in Drawings or specified herein.
1. Provide CMU in patterns, sizes and colors indicated on Drawings.
  2. Provide all hollow and solid CMU shapes required to achieve the work described in Drawings and specifications. Provide all standard, half, and open ended units in combinations and quantities required to achieve accent patterns, colors, and expansion joint layout.
- C. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.
- D. Integrated Water Repellent: Provide integral water repellent materials in the CMU mix design as specified in this section.

### **2.02 MORTAR AND GROUT**

- A. Cement: ASTM C150, Type I or II, low alkali; natural gray.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Quicklime: ASTM C5.
- D. Lime Putty:
1. If made from quicklime, other than processed pulverized quicklime, slake lime, and then screen through a No. 16 mesh sieve. Before using, store and protect slaked and screened lime putty for not less than 10 days.
  2. Processed pulverized quicklime shall be slaked for not less than 48 hours, and shall be cool when used.
  3. Lime putty prepared from hydrated lime may be used immediately after

- mixing.
4. Lime putty prepared from quicklime or pulverized quicklime shall have a plasticity figure, after slaking and screening, of not less than 200, and shall weigh not less than 83 lbs. per cubic foot. Lime putty prepared from hydrated lime shall conform to ASTM C 207, Type S.
- E. Aggregate:
1. For Mortar: ASTM C144.
  2. For Grout: ASTM C404.
- F. Grout admixture: "Sika Grout Aid"
- G. Water: Suitable for domestic consumption.
- H. Water Repellent Mortar Admixture: Integral liquid polymeric water-repellent admixture for mortar added to the mortar at the time of mixing for use in the construction of water-repellent concrete masonry.
1. Product: Provide the following: RainBloc for Mortar, an integral liquid polymeric water-repellent admixture manufactured by ACM Chemistries, Inc., or approved equal.
- I. Mortar shall be Amerimix Type S by Basalite or approved equal. Color(s) as noted on Drawings or selected during the submittal process.
- J. Mortar shall be Type S having a 28-day compressive strength of not less than 1,800 psi, and shall conform to CBC Section 2103.
- K. Mortar shall be made with admixtures that are proportioned, added, and mixed in strict accordance with manufacturer's directions.
- L. Mortar mix shall be proportioned by volume; one part portland cement, not less than 1/4 part nor more than 1/2 part lime putty, and sand totaling not less than 2-1/4 nor more than 3 times sum of volumes of cement and lime used.
1. Total clay content shall not exceed 2% of sand content or 6% of cement content.
- M. Performance requirements for Integral Water Repellent CMU Mortar Admixture:
1. Water Permeance of Masonry, ASTM E514: Capable of achieving a Class E Rating when evaluated using ASTM E514 with the test extended to 72 hours, using the rating criteria specified in ASTM E514-74, wherein "L" indicates "Leakage" and "E" indicates "Excellent." Compliance with the less stringent requirements in the current ASTM E514 is insufficient.
  2. Flexural Bond Strength of Masonry, ASTM C1072: No statistically lower masonry flexural bond strength shall occur as a result of adding integral water repellent CMU and mortar admixtures when compared to a control

(containing no admixtures) CMU and mortar tested in accordance with ASTM C1072 as directed by ASTM C1384.

3. Water Repellent Mortar Admixture Classification: Capable of meeting all of the requirements for a Water Repellent Classification when evaluated in accordance with ASTM C1384.
- N. Grout shall have a 28-day compressive strength of not less than 2,000 psi. Proportion by volume, and with sufficient water to produce consistency for pouring without segregation so that grout will flow into masonry joints. Grout shall conform to CBC Section 2103.
- O. Fine Grout: 1 part portland cement, to which may be added not more than 1/10 part lime putty, and 3 parts sand.
  1. Fine grout shall be used for all grout spaces less than 3" wide.
- P. Coarse Grout: 1 part portland cement, to which may be added not more than 1/10 part lime putty, 3 parts sand and not less than 1 part nor more than 2 parts pea gravel (3/8" maximum aggregate size).
  1. Coarse grout shall be used in grout spaces 3" wide or more.
- Q. Add "Sika Grout Aid" admixture to grout at the rate of 1 pound per 100 pounds cementitious material.
- R. Low Lift Grouting:
  1. Conform to requirements of CBC Section 2104.6.1.1.2.
- S. High Lift Grouting:
  1. Conform to requirements of CBC Section 2104.6.1.1.3.
- T. Comply with structural drawings and Concrete Masonry Notes shown on drawings.

## **2.03 MISCELLANEOUS MASONRY ACCESSORIES**

- A. Compressible Filler: Pre-molded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent.
- B. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

## **2.04 MOTAR AND GROUT MIXES**

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
  2. Use motor cement mortar unless otherwise indicated.
  3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Pre-blended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Pigmented Mortar: Use colored cement product or select and proportion pigments with other ingredients to produce color required.
1. Pigments shall not exceed 10 percent of portland cement by weight.
  2. Pigments shall not exceed 5 percent of mortar cement by weight.
  3. Mix to match Engineer's approved sample and mockup panel.
  4. Application: Use pigmented mortar for exposed mortar joints at all locations indicated on the Drawings. Multiple mortar colors may be used on the project on the same wall surfaces.
- D. Colored-Aggregate Mortar: Produce required mortar color by using colored aggregates and natural color or white cement as necessary to produce required mortar color.
- E. Grout for Unit Masonry: Comply with ASTM C 476.

## **2.05 MASONRY CLEANERS**

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

## **2.06 SURFACE APPLIED WATER REPELLENT**

- A. Sure Klean Weather Seal by PROSOCO. Use either Sure Klean Weather Seal Siloxane WB Concentrate or Sure Klean Weather Seal Siloxane PD prediluted water repellent.
- B. Or approved equal.

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. CMU

1. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  - a) For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
  - b) Verify that foundations are within tolerances specified.
    - i. And foundation surface are level to permit bed joint with range of 1/4 to 3/4 inch.
    - ii. And edge are true to line to permit projection of masonry to less than 1/4-inch.
  - c) Verify that reinforcing dowels are properly placed.
    - i. And projecting dowels are free from loose scale, dirt, concrete, or other bond-inhibiting substances and properly located.
2. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
3. Do not begin work before unsatisfactory conditions have been corrected.
4. Proceed with installation only after unsatisfactory conditions have been corrected.

#### B. WATER REPELLENTS

1. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.
  - a) Verify that surfaces are clean and dry according to water repellent manufacturer's requirements. Check moisture content in three representative locations by method recommended by manufacturer.
  - b) Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.
  - c) Verify that required repairs are complete, cured, and dry before applying water repellent.
2. Test pH level according to water repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.
3. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 MIXING MORTAR AND GROUT

- A. Accurately measure materials in suitably calibrated devices; shovel measurements are not acceptable. Each 94lb. sack of portland cement will be considered as 1 cubic foot.

- B. Place sand, cement, and water in mixer in that order and mix for at least 2 minutes; then add lime putty and continue mixing as long as necessary to secure a uniform mass, but in no case less than 10 minutes.
- C. Use mixers of at least 1 sack capacity; batches requiring fractional sacks will not be permitted unless cement is weighed for each batch.

### **3.03 MORTAR RETEMPERING**

- A. When necessary to retemper mortar, add water and remix; retempering by dashing water over mortar will not be permitted.
- B. Any mortar which is unused within 30 minutes after initial mixing and any mortar that has begun to set shall not be used.

### **3.04 MORTAR BEDDING AND JOINTING**

- A. Water Repellent CMU Masonry:
  - 1. Installer shall use only concrete masonry units containing a compatible integral water repellent admixture added to the concrete masonry units (CMU) at the time of manufacture for construction of water repellent masonry walls.
  - 2. Installer shall use only mortar containing integral liquid polymeric water-repellent admixture at the manufacturer's recommended addition rate and mixed according to the manufacturer's recommended instructions for construction of water repellent masonry walls.
- B. Installing Units: Use face shell bedding to provide the greatest resistance to water penetration.
- C. Mortar Joint Tooling:
  - 1. Apply mortar to full-face, shell-deep for full coverage of all block joint surfaces.
  - 2. Tool mortar joints to concave to provide the greatest resistance to water penetration.
  - 3. Do not use raked, flush, extruded, struck, beaded weathered, or other joint profiles due to their reduced water resistance.
  - 4. Tool the mortar joints when they are thumbprint hard to provide the greatest resistance to water penetration and to help minimize hairline crack between the mortar and the CMU.
- D. Protection of Work: Cover top of unfinished masonry work to protect it from the weather and to prevent accumulation of water in CMU cores.

### **3.05 DEFECTIVE MORTAR OR GROUT**

- A. Should the strength of mortar or grout fall below that specified, remainder of

Work shall be adjusted to reach required strength. Work in place representing inferior grout and mortar and indicating a strength less than the minimum specified shall be tested by taking and testing core samples. The Contractor shall propose core locations for the Structural Engineer's verification and approval.

- B. Should compression tests of cores fail to meet required strength, masonry shall be deemed to be defective and shall be removed and replaced at no cost to the Owner.
- C. Costs relative to taking and testing of core samples and patching core holes shall be borne by Contractor.

### **3.06 CMU INSTALLATION**

- A. Use full-size units without cutting if possible. Where cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
- C. Install in coursing and patterns as identified on the Drawings.

### **3.07 CMU TOLERANCES**

- A. Dimensions and Locations of Elements:
  - 1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch or minus 1/4 inch.
  - 2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch.
  - 3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
  - 1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet, or 1/2 inch maximum.
  - 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.
  - 3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
  - 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2 inch maximum.



5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2 inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2 inch maximum.

C. Joints:

1. Horizontal and vertical joints at masonry units shall be 3/8-inch wide.
2. Tool exposed interior and exterior joints and concealed exterior joints to produce a dense slightly concave surface that is well bonded to unit at edges. Tool joints behind room base, switches, and outlet plates to produce a smooth dense joint flush with the face of adjacent masonry units, where occurring on the job. Cut joints flush on concealed interior surfaces and surfaces to be plastered.
3. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
4. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
5. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
6. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch. Do not vary from adjacent bed-joint and head-joint thickness by more than 1/8 inch.
7. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16 inch from one masonry unit to the next.

### 3.08 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 4-inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

- F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below and rod mortar or grout into core.
- H. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

### **3.09 BUILT-IN WORK**

- A. Miscellaneous Embedded Items: All items indicated to be embedded in masonry shall be carefully located and anchored to prevent movement during grouting operations. Avoid cutting and patching.

### **3.10 CONTROL AND EXPANSION JOINTS**

- A. Provide control and expansion joints where located and as detailed on the Drawings but not more than 25 feet on-center.
- B. Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.

### **3.11 TESTS AND INSPECTIONS**

- A. As noted on Structural Drawings and as required by CBC 2016.

### **3.12 FIELD QUALITY CONTROL**

- A. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.
- B. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780.
- C. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

### **3.13 REPAIRING, POINTING, AND CLEANING**

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners,

openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.

- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Clean in accordance with manufacturer's recommendation and NCMA TEK 08-04A.
  - 2. Comply with environmental laws and restrictions of authorities having jurisdiction.
  - 3. Clean concrete unit masonry with cleaner approved by the CMU manufacturer and applied according to manufacturer's written instructions. Do not use sandblasting or strong acids on concrete masonry units containing integrated water repellent.
  - 4. Protect adjacent surfaces from contact with cleaner as required.

### **3.14 WATER REPELLENT COATING**

- A. New Construction and Repairs: Allow concrete and other cementitious materials to age before application of water repellent, according to water repellent manufacturer's written instructions.
- B. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product according to water repellent manufacturer's written instructions.
- C. Protect adjoining work, including mortar and sealant bond surfaces, from spillage or blow-over of water repellent. Cover adjoining and nearby surfaces of aluminum and glass. Cover live vegetation.
- D. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water repellent treatment has been installed and cured.
- E. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
  - 1. Water repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.
- F. Application of water repellent coating:
  - 1. Dilute concentrate, if used, per manufacturer's instructions and apply

- within 8 hours of dilution.
  - 2. Dilute with clean, potable water only. Mixing vessels must be clean, dry, and free of contaminants.
  - 3. Dilute following the manufacturer's dilution ratios for porous, semi-porous and dense horizontal and vertical surfaces.
  - 4. Follow manufacturer's Product Data Sheet and all instructions.
- G. Cleaning after water repellent coating application:
- 1. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water repellent application as work progresses.
  - 2. Comply with manufacturer's written cleaning instructions.

### **3.15 PROTECTION**

- A. Protect all elements of the work from damage by other trades. See specific protection requirements for products within this specification section.

### **3.16 MASONRY WASTE DISPOSAL AND FINAL CLEANUP**

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Clean work area of all packaging, materials, debris, drips and dust on a daily basis and perform final cleaning upon completion of work. See specific cleaning requirements for products within this specification section.

END OF SECTION

## **SECTION 31 00 00**

### **EARTHWORK**

#### **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, Temporary Facilities and Controls.
- B. Section 312333, Trenching and Backfilling.
- C. Section 313100, Soil Treatment
- D. Section 321200, Asphalt Concrete Paving.
- E. Section 321600, Site Concrete.
- F. Section 334000, Site Drainage.

##### **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 of inadequate compaction or moisture content is the sole responsibility of the contractor.
- D. Tests (See Part 3 for Compaction Testing).
- E. Contractor shall be solely responsible for all subgrades built. Failures resulting from inadequate compaction or moisture content are the responsibility of the contractor. Contractor shall be solely responsible for any and all repairs.

**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. General: Site survey, included in the drawings, was prepared by Warren Consulting Engineers, dated September 2018, and is the basis for data regarding current conditions. While the survey is deemed generally accurate, there exists discrepancies and variations due to elapsed time, weather, etc. Existing dirt grades may vary 0.2 ft. from that shown.
- B. Geotechnical Engineering Report was prepared by Terracon and is on file with the Construction Manager. Soils information is taken from this Report. Contractor is responsible for any conclusions drawn from this data; should he prefer not to assume such risk he is under obligation to employ his own experts to analyze available information and/or to make additional explorations, at no cost to Owner, upon which to base his conclusions. Neither Owner, Soils Engineer nor Engineer guarantees information will be continuous over entire site of work.
- C. Site Visitation: All bidders interfacing with existing conditions shall visit the site prior to bid to verify general conditions of improvements. Discrepancies must be reported prior to the bid for clarification.
- D. 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.
- E. ANSI/ASTM D1556-00 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- F. ANSI/ASTM D1557-02e2 - 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.
- G. ANSI/ASTM D 3017-05 Test Methods for Moisture Content of Soils and Soil-Aggregate Mixture by Nuclear Methods (Shallow Depth).

- H. ANSI/ASTM D 422-63(2007) E1 Test Method for Particle Size Analysis of Soil.
- I. ANSI/ASTM D 4318-05 Test Method for Liquid Limit, Plastic Limit, and Plasticity Limit.
- J. CALTRANS Standard Specifications Section 17.
- K. CAL-OSHA, Title 8, Section 1590 (e).
- L 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. Existing civil, mechanical and electrical improvements are shown on respective site plans to the extent known. Should the Contractor encounter any deviation between actual conditions and those shown, he is to immediately notify the Engineer before continuing work.
- B. Excavation dewatering may be necessary. Contractor shall provide any and all tools, equipment and labor necessary for excavation dewatering no matter what the source. Dewatering shall be continuous until all site utilities are installed and backfilled.

### **1.09 EXISTING SITE CONDITIONS**

- A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Engineer 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 ON SITE UTILITY VERIFICATION AND REPAIR PROCEDURES**

- A. Ground-breaking requirements:
  - 1. All underground work performed by a Contractor must be authorized by the District's Construction Manager or the Low Voltage Consultant prior to

start of construction.

2. The Contractor is to obtain and keep the original School's construction utility site plans on site during all excavation operations. Contractor can contact the District's Construction Manager, Facilities Manager, or the Low Voltage Consultant to procure the drawings.

B. Underground Utility Locating:

1. The contractor shall hire an Underground Utility Locating Service to locate existing underground utility pathways in areas affected by the scope of work for excavation.
2. Contractor must use an underground utility locator service with a minimum of 3 years' experience. The equipment operator must have demonstrated experience. Contact Norcal Underground Locating (800/986-6722) or Precision Locating (800/577-7324)
3. The Underground Utility Locator Service must have the use of equipment with the ability to locate by means of inductive clamping, induction, inductive metal detection, conductive coupling, or TransOnde (Radio detection) to generate signals, passive locating (free scoping) for "hot" electric, and metal detector.
4. The Underground Utility Locator Service must be able to locate existing utilities at a depth of at least 72".
5. The Underground Utility Locator Service must be able to locate but are not limited to locating the following types of utility pathways:
  - a) All conduit pathways containing 110 volt or greater 50-60Hz electrical wire.
  - b) All conduit pathways containing an active cable TV system.
  - c) All conduit pathways containing wire or conductor in which a signal can be attached and generated without damaging or triggering the existing systems.
  - d) All empty conduit pathways or pipe in which a signal probe or sonde (miniature transmitter) can be inserted.
  - e) All conduit pathways containing non-conductive cables or wires in which a signal probe or sonde (miniature transmitter) can be inserted.
  - f) All plastic and other nonconductive water lines in which a TransOnde Radio detection) or other "transmitter" can be applied to create a low frequency pressure wave (signal) without damaging or triggering the existing systems.
  - g) All copper or steel waterlines and plastic or steel gas lines
6. All markings made by the Underground Utility Locator Service or other shall be clear and visible.
7. The contractor shall maintain all markings made by Underground Utility Locator Service or other throughout the entire length of the project.
8. The Underground Utility Locator Service shall provide the contractor with



two sets of maps showing the location of utilities and average depth. They will be referenced to permanent buildings. Contractor will deliver one copy to the district at no additional charge.

9. Contractor is responsible to contact Underground Service Alert (U.S.A. 800/227-2600) and receive clearance prior to any excavation operations.
10. Contractor shall inform the (District's Construction Manager) (Engineer) (Owner) no later than five (5) days prior to the date scheduled for the utility locator service to be on site.

## **1.11 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 Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- D. Provide shoring, sheeting, sheet piles and or bracing to prevent caving, erosion or gulying of sides of excavation.
- E. 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.
- F. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
- G. 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.
- H. Trees: Carefully protect existing trees that are to remain. Provide temporary irrigation as necessary to maintain health of trees.

## 1.12 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.
- B. Excessively wet fill material shall be bladed and aerated per section 3.08, B.

## 1.13 TESTING

- A. General: Refer to Section 014500 – Quality Control.
- 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 back charged to Contractor.
  - 1. If Contractor elects to process or mine onsite materials for use as Suitable Fill, Aggregate Sub Base, Aggregate Base, Rock, Crushed Rock or sand the cost of all testing of this material shall be paid for by the Contractor.
  - 2. Testing of import fill for compliance with Department of Toxic Substance Control (DTSC) shall be paid for by the Contractor.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Engineered Fill Materials: All fill shall be of approved local materials supplemented by imported fill if necessary. "Approved" local materials are defined as local soils tested and approved by Geotechnical Engineer free from debris, and concentrations of clay and organics; and contain rocks no larger than 3-inches in greatest dimension. The soil and rock should be thoroughly blended so that all rock is surrounded by soil. This may require mixing of the soil and rock with a dozer prior to placement and compaction. Clods, rocks, hard lumps or cobbles exceeding 3-inches in final size shall not be allowed in the upper 12 inches of any fill. Native clay or clayey soils will not be permitted within the upper 12 inches of building pad areas or paved areas.
- B. Imported Engineered Fill Material: Imported fill may be required to complete work. Proposed import fill material shall meet the above requirements; shall be similar to the native soils. Import fill shall meet the above requirements; shall have plasticity index of 10 or less; an Expansion Index of 20 or less; be free of particles greater than 3-inches in largest dimension; be free of contaminants and have corrosion characteristics within the acceptable limits. All import fill

material shall be tested and approved by Soils Engineer prior to transportation to the site. Proposed fill material shall comply with DTSC guidelines to include Phase 1 environmental site assessment and related tests. Refer to the October 2001 DTSC Information Advisory for clean imported fill material.

1. DTSC TESTING: Site work contractor is to coordinate testing with an analytical lab, hired by the owner, licensed by the State of California for the DTSC testing. The costs associated with the testing will be paid by the contractor.
2. DTSC testing shall include documentation as to the previous land use, location, and history. Soils shall be analyzed for all compounds of concern to ensure the imported soil is uncontaminated and acceptable. Testing shall be performed per the recommendations included in DTSC Imported Fill Advisory [http://www.dtsc.ca.gov/Schools/upload/SMP\\_FS\\_Cleanfill-Schools.pdf](http://www.dtsc.ca.gov/Schools/upload/SMP_FS_Cleanfill-Schools.pdf)). Soils shall be tested prior to import to the project site.
3. Lab shall determine geographically which tests and analysis comparison will be appropriate for the testing. (CAM 17 / Title 22); (RWQCB) Regional Water Quality Control Board; or (OEHHA) Office of Environmental Health Hazard Assessment.
4. Frequency of testing shall be conducted in accordance with DTSC's Imported Fill Advisory as follows;

#### **Fill Material Sampling Schedule**

| <b>Area of Individual Borrow Area</b> | <b>Sampling Requirements</b>                          |
|---------------------------------------|---|
| 2 Acres or less                       | Minimum of 4 samples                                  |
| 2 to 4 Acres                          | Minimum of 1 sample every ½ Acre                      |
| 4 to 10 Acres                         | Minimum of 8 Samples                                  |
| Greater than 10 Acres                 | Minimum of 8 locations with 4 subsamples per location |

#### **Volume of Borrow Area Stockpile**

|                                |   |
|--------------------------------|---|
| Up to 1,000 Cubic Yards        | 1 sample per 250 cubic yards  |
| 1,000 to 5,000 Cubic Yards     | 4 samples for the first 1000 cubic Yards + 1 sample per each additional 500 cubic yards     |
| Greater than 5,000 Cubic Yards | 12 samples for the first 5,000 cubic yards + 1 sample per each additional 1,000 cubic yards |

5. Reports/ Documentation

- a. Results of the testing analysis shall be sent to the Owner; Engineer; Project Inspector, Project Civil Engineer, DTSC, and DSA. Letter shall reference DSA file and application numbers.
- C. Landscape Backfill Material:
  - 1. The top 4" of native topsoil stripped from the site may be used for landscape backfill material provided it meets the requirements as specified in Section 329000.
  - 2. Imported Topsoil may be required to complete work. See Section 329000 for requirements. Proposed Topsoil material shall comply with DTSC guidelines to include Phase 1 environmental site assessment and related tests. Refer to the October 2001 DTSC Information Advisory for clean imported fill material.
- D. Water: Furnish all required water for construction purposes, including compaction and dust control. Water shall be potable.
- E. Aggregate Base: Provide Class 2 3/4" Aggregate Base conforming to standard gradation as specified in Cal Trans Standard Specifications, Section 26,-1.02A.
- F. Decomposed Granite: Decomposed Granite shall be well graded mixture of fine to 1/8" particles in size with no clods. The material shall be free of vegetation, other soils, debris and rock. The material shall be reddish-tan to tan in color.
- G. Decomposed Granite Solidifier: PolyPavement or equal.

## **PART 3 – EXECUTION**

### **3.01 INSPECTION LAYOUT AND PREPARATION**

- A. Prior to installation of the work of this Section, carefully inspect and verify by field measurements that installed work of all other trades is complete to the point where this installation may properly commence
- B. Layout all work, establish grades, locate existing underground utilities, set markers and stakes, setup and maintain barricades and protection facilities; all prior to beginning actual earthwork operations. Layout and staking shall be done by a licensed Land Surveyor or Professional Civil Engineer.
- C. Verify that specified items may be installed in accordance with the approved design.
- D. In event of discrepancy, immediately notify Owner and the Engineer. Do not proceed in discrepant areas until discrepancies have been fully resolved.

### **3.02 PERFORMANCE**

#### **A. GENERAL:**

1. General: Do all grading, excavating and cutting necessary to conform finish grade and contours as shown. All cuts shall be made to true surface of subgrade.
2. Archaeological Artifacts: Should any artifacts of possible historic interest be encountered during earthwork operations, halt all work in area of discovery and immediately contact the Engineer for notification of appropriate authorities.
3. Degree of Compaction: Percentage of maximum density, hereinafter specified as degree of compaction required, means density equivalent to that percentage of maximum dry density determined by ASTM D1557 Compaction Test method, and such expressed percentage thereof will be minimum acceptable compaction for specified work.
4. Moisture Content: Moisture content shall be as noted below and as called for on the plans. Moisture content shall be maintained until subgrade is covered by surfacing materials.

### **3.03 DEMOLITION, DISPOSAL AND DISPOSITION OF UNDESIRABLE MAN-MADE FEATURES**

- A. All other obstructions, such as abandoned utility lines, septic tanks, concrete foundations, and the like shall be removed from site. Excavations resulting from these removal activities shall be cleaned of all loose materials, dish shaped, and widened as necessary to permit access for compaction equipment. Areas exposed by any required over-excavation should be scarified to a depth of ", moisture-conditioned to near optimum moisture content, and recompacted to at least 95% of the maximum dry density.

### **3.04 TESTING AND OBSERVATION**

- A. All grading and earthwork operations shall be observed by the Geotechnical Engineer or his representative, serving as the representative of the Owner.
- B. Field compaction tests shall be made by the Geotechnical Engineer or his representative. If moisture content and/or compaction are not satisfactory, Contractor will be required to change equipment or procedure or both, as required to obtain specified moisture or compaction. Notify Geotechnical Engineer at least 48 hours in advance of any filling operation.
- C. Earthwork shall not be performed without the notification or approval of the Geotechnical Engineer or his representative. The Contractor shall notify the Geotechnical Engineer at least two (2) working days prior to commencement of any aspect of the site earthwork.

- D. If the Contractor should fail to meet the compaction or design requirements embodied in this document and on the applicable plans, he shall make the necessary readjustments until all work is deemed satisfactory, as determined by the Geotechnical Engineer or Architect/Engineer.
- E. After each rain event Geotechnical Engineer shall test fill material for optimum moisture. Do not place any fill material until desired moisture is achieved.

### **3.05 CLEARING AND GRUBBING**

- A. Prior to grading, remove all debris off-site. Remove trees and brush including the root systems. Holes resulting from tree and brush removal should be prepared and backfilled in accordance with paragraphs 3.07, 3.08, 3.09, and 3.10. This may require deepening and/or widening the holes to adequately remove disturbed soil and provide room for compaction equipment. Strip the surface of all organics. Stripping's meeting the requirements of Section 329000 may be used in landscape areas only.

### **3.06 CUTTING**

- A. Building pads that are located within a cut/fill transition area will have to be overexcavated to provide a semi-uniform fill beneath the building pad. The portions of building pads located in cut areas shall be overexcavated to provide no more than 2 foot difference in fill placed in the same building pad.
- B. Do all cutting necessary to bring finish grade to elevations shown on Drawings.
- C. When excavation through roots is necessary, cut roots by hand.
- D. Carefully excavate around existing utilities to avoid unnecessary damage. The contractor shall anticipate and perform hand work near existing utilities as shown on the survey, without additional claims or cost.

### **3.07 STRUCTURAL EXCAVATION**

- A. General: Excavate to bear on firm material at contract depth shown on Structural Drawings.
- B. Footings: All footing excavations shall be of sufficient width for installation of formwork, unless earth will retain its position during concreting. All portions of footings above grade must be formed. In the event that footings are placed against earth, footing widths below grade shall be increased 2 inches from those shown on Drawings and positive protection shall be provided for top corners of trench.
- C. Unsuitable Ground: Any errors in structural excavation, soft ground, or clay soils found when excavating shall be reported to Engineer. In no case shall

work be built on any such soft or clayey unsuitable surface without direction from the Engineer. Restore excavations to proper elevation with engineered fill material compacted to 90% of dry density.

### **3.08 SUBGRADE PREPARATION**

- A. Grade compact and finish all subgrades within a tolerance of 0.10' of grades as indicated on Drawings and so as not to pool water. Subgrade within building pads and concrete walks shall be within 0.05' of grades indicated.
- B. After clearing, grubbing and cutting, subsurface shall be plowed or scarified to a depth of at least 8", until surface is free from ruts, hummocks or other uneven features and uniform and free from large clods. Moisture condition to (optimum) (2% above optimum) moisture content and recompact to at least 95% of the maximum dry density as determined by ASTM Test Method D1557. If the existing soils are at a water content higher than specified, the contractor shall provide multiple daily aerations by ripping, blading, and/or disking to dry the soils to a moisture content where the specified degree of compaction can be achieved. After seven consecutive working days of daily aerations, and the moisture content of the soil remains higher than specified, the contractor shall notify the Engineer. If the existing soils have a moisture content lower than specified, the contractor shall scarify, rip, water and blade existing soil to achieve specified moisture content. The contractor shall make proper allowance in schedule and methods to complete this work.
- C. Subgrade in areas to receive landscaping shall be compacted to 90%.
- D. Where Contractor over-excavates building pads through error, resulting excavation shall be recompacted as engineered fill at Contractor's expense.

### **3.09 PLACING, SPREADING AND COMPACTING FILL MATERIAL IN BUILDING PAD AND PAVEMENT AREAS**

- A. Selected fill material shall be placed in layers which, when compacted, shall not exceed 6 inches in compacted thickness. Each layer shall be spread evenly and thoroughly mixed to insure uniformity in moisture content.
- B. Selected fill material shall be moisture-conditioned to specified moisture content. Selected fill material shall be unfrozen. When moisture content of fill material is below that specified, add water until proper moisture content is achieved. When moisture content is above that specified, aerate by blading or other methods mentioned in 3.08 B until moisture content is satisfactory.
- C. After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to a minimum of 90% as determined by the ASTM D1557 Compaction Test. Compact each layer over its entire area until desired density has been obtained.

- D. Recompaction of Fill in Trenches and Compaction of Fill Adjacent to Walls: Where trenches must be excavated, backfill with material excavated. Place in lifts that when compacted do not exceed 6", moisture conditioned to (optimum)(2% above optimum) moisture content, and compact to a minimum of 90% relative compaction in building pad and paved areas, and to 90% relative compaction in landscape areas.
- E. Jetting of fill materials will not be allowed.

### **3.10 FINAL SUBGRADE COMPACTION**

- A. Building Pads: Upper 12" of all final building pad subgrades (including future buildings) shall be uniformly compacted at specified moisture content to at least 95% of maximum dry density, as determined by ASTM D1557 Compaction Test, regardless of whether final subgrade elevation is attained by filling, excavation, or is left at existing grade. After acceptance of final compaction test, contractor shall maintain the required moisture content of subgrade until concrete flatwork is placed.
  - 1. Exception; in lime /cement treated areas the upper 12" shall be compacted to 95%  
Compaction.
- B. Paved Areas: Upper 12" of all final subgrades supporting pavement sections and all other flatwork shall be brought to specified moisture content and shall be uniformly compacted to not less than 95% of maximum dry density, regardless of whether final subgrade elevation is attained by filling, excavation, or is left at existing grade. After acceptance of final compaction test, contractor shall maintain the required moisture content of subgrade until concrete flatwork is placed.
  - 1. Exception; in lime /cement treated areas the upper 12" shall be compacted to 95%  
Compaction.
- C. Other Fill and Backfill: Upper 12" of all other final subgrades or finish grades shall be compacted to 85% of maximum dry density.
- D. Gravel Fill: Do not place compacted gravel fill until after underground work and foundations are in place. Compact gravel fill with vibratory plate or similar equipment to preclude settlement.

### **3.11 PLACING, SPREADING, AND COMPACTION OF LANDSCAPE BACKFILL MATERIALS**

- A. All landscaped areas shall receive topsoil. After subgrade under landscape area



- has been scarified and brought to 90% maximum dry density, top soil shall be placed evenly to depth of 12" at 85% of maximum dry density.
- B. Project Inspector must verify that materials are uniformly spread to minimum depth specified.

### **3.12 DECOMPOSED GRANITE COMPACTION AND STABILIZATION**

- A. Decomposed granite paving, paths or track shall be placed uniformly to the required depth and treated with PolyPavement or approved equal. Apply PolyPavement using Application Method 1 or a mixed application method.

### **3.13 SLOPE CONSTRUCTION**

- A. Cut slopes shall be constructed to no steeper than 4: 1 (horizontal:vertical). Fill slopes shall be constructed to no steeper than 4: 1 (horizontal:vertical). Prior to placement of fill on an existing slope the existing slope shall be benched. The benches shall be in a ratio of 4 horizontal to 1 vertical. The face of the fill slopes shall be compacted as the fill is placed, or the slope may be overbuilt and then cut back to the design grade. Compaction by track walking will not be allowed.

### **3.14 FINISH GRADING**

- A. At completion of project, site shall be finished graded, as indicated on Drawings. Finish grades shall be "flat graded" to grades shown on the drawing. Mounding of finish grades will not be allowed unless otherwise directed on the landscape drawings. Tolerances for finish grades in drainage swales shall be  $\pm 0.05'$ . Tie in new and existing finish grades. Leave all landscaped areas in finish condition for lawn seeding. Landscaped planters shall be graded uniformly from edge of planter to inlets. If sod is used for turf areas the finish grade on which it is placed shall be lowered to allow for sod thickness.
- B. All landscape areas shall be left free of rock or foreign material as specified in Section 329000.
- C. All landscape areas shall be approved by Engineer prior to any planting.

### **3.15 SURPLUS MATERIAL**

- A. Excavated material not required for grading or backfill shall be removed from site at contractor's expense.

### **3.16 CLEANING**

- A. Refer to Section 017700.
- B. Remove from fill all vegetation, wood, form lumber, casual lumber, and

shavings, in contact with ground; buried wood will not be permitted in any fill.

END OF SECTION

**SECTION 31 23 33**  
**TRENCHING AND BACKFILLING**

**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, Temporary Facilities and Controls.
- B. Section 310000, Earthwork.
- C. Section 313100 Soil Treatment
- D. Section 334000, Site Drainage.
- E. Section 321200, Asphalt Concrete Paving

**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. Contractor / Installer shall have been in business for five (5) years providing/finishing similar size projects and complexity.

**1.04 SUBMITTALS**

- A. Refer to Section 013300.
- B. Submit Manufacturers data and shop drawings.

**1.05 WARRANTY**

- A. Submit fully executed warranty for work and materials in this section per 017836.

**1.06 REFERENCES AND STANDARDS**

- A. California Building Code current edition.
- B. California Plumbing Code current edition.

#### **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. Contractor shall acquaint himself with all existing site conditions. If unknown active utilities are encountered during work, notify Engineer 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. Field verify that all components, backing, etc. by others are installed correctly to proceed with installation of products as herein specified.
- C. Trench dewatering may be necessary. Contractor shall provide any and all tools, equipment and labor necessary for trench dewatering no matter what the source. Dewatering shall be continuous until all site utilities are installed and backfilled.

#### **1.09 PROTECTION**

- A. Adequate protection measures shall be provided to protect workers 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. Repair all trenches in grass areas with new sod (seeding not permitted) and "stake-off" for protection.
- B. 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 Engineer or Owner is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

- D. Provide shoring, sheeting, sheet piles and or bracing to prevent caving, erosion or gullyng of sides of excavation.
- E. Surface Drainage: Provide for surface drainage during period of construction in manner to avoid creating nuisance to adjacent areas. Keep all excavations free from water during entire progress of work, regardless of cause, source or nature of water.
- F. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
- G. The site and adjacent influenced areas shall be watered as required to suppress dust nuisance.
- H. Trees: Carefully protect existing trees which are to remain.

#### **1.10 TRENCH SAFETY PROVISIONS**

- A. General Contractor shall be solely responsible for safety design, construction and coordination with agencies having jurisdiction. If such plan varies from shoring system standards established by Construction Safety Orders, plan shall be prepared by registered civil or structural engineer.
- B. Nothing herein shall be deemed to allow use of shoring, sloping or protective system less effective than that required by Construction Safety Orders of California State Division of Industrial Safety.
- C. When trenching through paved surface, provide steel trench plates to cover open trenches daily until trenches are backfilled.

#### **1.11 SEASONAL LIMITS**

- A. No backfill material shall be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by heavy rains, full operations shall not be resumed until field tests indicate that moisture content and density of fill are satisfactory.
- B. Material above optimum moisture shall be processed per section 310000, 3.08, B.

#### **1.12 TESTING**

- A. General: Refer to Section 014500 – Quality Control.

### **PART 2 – PRODUCTS**

#### **2.01 MATERIALS**

- A. Backfill materials: Pipeline and conduit trench backfill as shown on the plans and as specified below.
  - 1.  $\frac{3}{4}$  inch crush rock.
  - 2. Native Materials: Soil native to Project Site, free of wood, organics, and other deleterious substances. Rocks shall not be greater than 3-inches.
  - 3. Sand: Fine granular material, free of organic matter, mica, loam or clay.
  - 4. Lean Mix Concrete/Controlled Density Backfill: 3 sacks of cement per yard plus sand.
  - 5. Class 2 aggregate base,  $\frac{3}{4}$ " rock, per Caltrans section 26-1.02B
- B. Water: Furnish all required water for construction purposes, including compaction and dust control. Water shall be potable.
- C. Provide other bedding and backfill materials as described and specified in Section 310000, Section 334000.

## **PART 3 – EXECUTION**

### **3.01 INSPECTION**

- A. Verification of Conditions:
  - 1. Examine areas and conditions under which work is to be performed.
  - 2. Identify conditions detrimental to proper or timely completion of work and coordinate with General Contractor to rectify.

### **3.02 COORDINATION**

- A. General Contractor shall coordinate work as herein specified, in accordance with drawings and as required to complete scope of work with all related trades.

### **3.03 INSTALLATION**

- A. Perform work in accordance with pipe manufacturer's recommendations, as herein specified and in accordance with drawings.

### **3.04 TRENCHING**

- A. Make all trenches open vertical construction with sufficient width to provide free working space at both sides of trench around installed item as required for caulking, joining, backfilling and compacting; not less than 12 inches wider than pipe or conduit diameter, unless otherwise noted.

- B. Carefully excavate around existing utilities to avoid unnecessary damage. The contractor shall anticipate and perform hand work near existing utilities as shown on the survey, without additional claims or cost.
- C. Trench straight and true to line and grade with bottom smooth and free of edges or rock points.
- D. Where depths are not shown on the plans, trench to sufficient depth to give minimum fill above top of installed item measured from finish grade above the utility as follows:
  - 1. Sewer pipe: depth to vary
  - 2. Storm drain pipe: depth to vary
  - 3. Water pipe - Fire Supply: 36 inches
  - 4. Water pipe – Domestic Supply: 30 inches
- E. Where trench through existing pavement saw cut existing pavement in straight lines. Grind existing asphalt on each side of trench 3" wide x ½ the depth of the section. Apply tack coat to vertical surfaces before installing new asphalt. Replace asphalt and concrete pavement sections to matched existing conditions. In concrete pavement provide expansion and control joints to match existing joint layout.

### **3.05 BACKFILL**

- A. Pipe Trench Backfill is divided into three zones:
  - 1. Bedding: Layer of material directly under the pipe upon which the pipe is laid.
  - 2. Pipe Zone: Backfill from the top of the bedding to 6 inches (compacted) over the top of the pipe.
  - 3. Upper Zone: Backfill between top of Pipe Zone and to surface of subgrade.
- B. Bedding: Type of material and degree of compaction for bedding backfill shall be as defined in the Details and Specifications.
- C. Pipe Zone and Upper Zone Backfill:
  - 1. Type of material and degree of compaction Pipe Zone and Upper Zone Backfill shall be as required by Drawings, Details, & Specifications.
  - 2. Upper Zone Backfill shall not be placed until conformance of Bedding and Pipe Zone Backfill with specified compaction test requirements has been confirmed.

3. Backfill shall be brought up at substantially the same rate on both sides of the pipe and care shall be taken so that the pipe is not floated or displaced. Material shall not be dropped directly on pipe.

D. Backfill Compaction:

1. Backfill shall be placed in layers which, when compacted shall not exceed 6 inches in thickness. Each layer shall be spread evenly and thoroughly mixed to insure uniformity. Do not backfill over, wet, frozen or soft subgrade surfaces. Employ a placement method that does not disturb or damage foundation walls, perimeter drainage, foundation damp-proofing, waterproofing or protective cover.
2. When moisture content of fill material is below that required to achieve specified density, add water until proper moisture content is achieved. When moisture content is above that required, aerate by blading or other methods until specified moisture content is met, see section 310000, 3.08, B.
3. After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to 95% of maximum dry density while at specified moisture content. Compact each layer over its entire area until desired density has been obtained.
4. The top 4" inches of subgrade compaction under pavement or building shall be per Earthwork section 310000.
5. Compaction: All backfill operations shall be observed by the Inspector of Record and/or Geotechnical Engineer. Field density tests shall be made to check compaction of fill material. If densities are not satisfactory, Contractor will be required to change equipment or procedure or both, as required to obtain specified densities. Notify Inspector and Engineer at least 24 hours in advance of any operation.

E. Backfill in Areas Previously Lime or Cement Treated

1. If trenching is necessary in areas that have been previously lime treated the contractor shall backfill the trench with class 2 aggregate base, with minimum section equal to the lime treated section and compacted to 95%.

### **3.06 TRENCH AND SITE RESTORATION**

- A. Finished surface of trenches shall be restored to a condition equal to, or better than the condition as existed prior to excavation work.

### **3.07 PROTECTION**



- A. Protect existing surfaces, structures, and utilities from damage. Protect work by others from damage. In the event of damage, immediately repair or replace to satisfaction of Owner.
- B. Repair existing landscaped areas to as new condition. Replant trees, shrubs or groundcover with existing materials if not damaged or with new materials if required. Replace damaged lawn areas with sod, no seeding will be permitted.
- C. Replace damaged pavement with new compatible matching materials. Concrete walks to be removed to nearest expansion joint and entire panel replaced. Asphalt to be cut neatly and replaced with new materials.
- D. Any existing materials removed or damaged due to trenching to be returned to new condition.

### **3.08 SURPLUS MATERIAL**

- A. Remove excess excavated material, unused materials, damaged or unsuitable materials from site.

### **3.09 CLEANING**

- A. Refer to Section 017700.
- B. Contractor will keep the work areas in a clean and safe condition so his rubbish, waste, and debris do not interfere with the work of others throughout the project and at the completion of work.
- C. After completion of work in this section, remove all equipment, materials, and debris. Leave entire area in a neat, clean, acceptable condition.

END OF SECTION

## **SECTION 31 31 00**

### **SOIL TREATMENT**

#### **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, Temporary Facilities and Controls.
- B. Section 310000 Earthwork
- C. Section 312333, Trenching and Backfilling.

##### **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. Tests (See Part 3 for Compaction Testing).
- E. Contractor shall be solely responsible for all subgrades built. Any repairs resulting from inadequate compaction is the responsibility of the contractor.
- F. Failures due to the lack of continuous moisture control during the curing period will be the sole responsibility of the contractor.
- G. Any trenching through the finished cured lime/cement section will result in the contractor having to backfill trench with cement/sand slurry within the treated section.

#### **1.04 SUBMITTALS**

- A. Refer to Section 013300.

#### **1.05 WARRANTY**

- A. Refer to General Conditions and Section 017836.

#### **1.01 SCOPE OF WORK**

- A. Description: Provide Lime/Cement Stabilization Treatment, including spreading and mixing lime and water with in-place materials, and compacting the mixture to the lines, grades and dimensions shown on the plans and/or specified.
- B. Related Work Specified Elsewhere:
  - 1. Measure and Payment: Section 012900.

#### **1.02 QUALITY ASSURANCE**

- A. General: All Quality Assurance procedures specified on the drawings shall apply to this Section in addition to those shown below.
- B. Testing:
  - 1. Geotechnical Engineer: Owner is retaining a Geotechnical engineer to determine compliance of Lime/Cement Stabilization Treatment with Specifications, and to direct adjustments in fill operations. Costs of Geotechnical Engineer will be borne by Owner; except that costs incurred for re-tests or re-inspection will be paid by Owner and back charged to Contractor.
- C. Inspection: Work shall not be performed without the physical presence and approval of Geotechnical Engineer. The Contractor shall notify the Geotechnical Engineer at least two working days prior to commencement of any aspect of site earthwork.
- D. Field Density: Field density and phenolphthalein reaction tests shall be made by the Geotechnical Engineer after completion of compaction. Where compaction equipment has disturbed the surface to a depth of several inches, density tests shall be taken in the compacted material below the disturbed surface.

#### **1.03 SUBMITTALS**

- A. Weighmaster Certificates: Provide certificates as required in Section 2.01B.

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. Lime/ Cement Treated Engineered Fill: The materials to be treated shall consist of on-site soils or approved import material as described in Section 310000.
- B. Lime/ Cement: Treatment shall include utilizing high calcium "quick" lime to a depth of 12 inches. The estimated percentage of lime to be used shall be a minimum of 5 percent by dry soil unit weight of 105 pcf; hence, a minimum spread rate of 5.3 pounds per square foot of surface area. A certification of compliance shall be submitted to the Geotechnical Engineer with each delivery of lime cement. Depending on the site specific stabilization requirements needed, deeper mixing and/or additional lime cement may be required.
- C. Water: Water shall be added during the preliminary mixing operations and, if necessary, during final mixing and to keep the cured material moist until curing is complete. The amount of water added shall be subject to the approval of the Geotechnical Engineer at all times.

**PART 3 - EXECUTION****3.01 PREPARATION**

- A. General: Layout all work, establish grades, locate existing underground utilities, set markers and stakes, set up and maintain barricades and protection facilities; all prior to beginning actual earthwork operations.

**3.02 EQUIPMENT**

- A. Lime Spreader: The lime/cement shall be spread by equipment which shall uniformly distribute the required amount of lime/cement. The rate of spread per square foot of blanket shall not vary more than 5 percent from the designated rate, unless otherwise approved by the Geotechnical Engineer.
- B. Mixing Equipment: Mixing equipment shall be capable of mixing or remixing the materials to a uniform mixture free of streaks or pockets of lime/cement to the full required depth.

**3.03 START OF WORK UNDER THIS SECTION**

- A. General: Prior to starting physical work under this Section, the property line is to be clearly staked and identified. No lime treated materials shall be allowed to contaminate areas outside of the property.

- B. Utilities; Contractor is to engage with a licensed contractor specialized in the Utility Locating Business. The contractor shall locate any and all utilities and pothole the same. The frequency of potholing shall be enough to establish the elevations of all utilities located.

### **3.04 LIME SPREADING**

- A. Engineered Fill: Provide lime/cement treatment in areas shown on plans and extending a minimum distance of 3 feet from outside edge of curb, building footing, wood header, and to a depth of at least 12-inches. Depending on the site specific stabilization requirements needed, deeper mixing may be required.
- B. Temperature: Lime shall not be spread while the atmospheric temperature is below 35 degrees Fahrenheit or when conditions indicate that the temperature may fall below 35 degrees Fahrenheit within 24 hours.

### **3.05 MIXING**

- A. Lime/cement shall be added to the material to be treated at a rate of \_\_\_ pounds lime cement per square foot based on a soil unit weight of 105 pcf.
- B. Lime/cement shall be spread by equipment that will uniformly distribute the required amount of lime/cement for the full width of the prepared material. The rate of spread per linear foot of blanket shall not vary more than five percent (5 %) from the designated rate.
- C. The spread lime/cement shall be prevented from blowing by suitable means selected by the Contractor. Quicklime shall not be used to make lime slurry. The spreading operations shall be conducted in such a manner that a hazard is not present to construction personnel or the public. All lime spread shall be thoroughly mixed into the soil the same day lime spreading operations are performed.
- D. The distance which lime/cement may be spread upon the prepared material ahead of the mixing operation will be determined by the Geotechnical Engineer.
- E. No traffic other than the mixing equipment and water truck will be allowed to pass over the spread lime/cement until after the completion of mixing. After mixing, grading and compacting are completed, only the water truck is allowed on the treated area to maintain the optimum moisture for curing.
- F. Mixing equipment shall be equipped with a visual depth indicator showing mixing depth, an odometer or footmeter to indicate travel speed and a controllable water additive system for regulating water added to the mixture.

- G. Mixing equipment shall be of the type that can mix the full depth of the treatment specified and leave a relatively smooth bottom of the treated section. Mixing and re-mixing, regardless of equipment used, will continue until the material is uniformly mixed free of streaks, pockets, or clods of lime/cement), and moisture is at approximately two percent (2%) over optimum and the mixture complies with the following requirements:

| <u>Minimum<br/>Sieve Size</u> | <u>Percent Passing</u> |
|-------------------------------|------------------------|
| 1-1/2"                        | 100                    |
| 1"                            | 95                     |
| No. 4                         | 60                     |

- H. Non-uniformity of color reaction when the treated material, exclusive of one inch or larger clods, as tested with the standard phenolphthalein alcohol indicator, will be considered evidence of inadequate mixing.
- I. Lime/cement -treated material shall not be mixed or spread while the atmospheric temperature is below 35°F. The entire mixing operation shall be completed within seventy-two (72) hours of the initial spreading of lime, unless otherwise permitted by the Geotechnical Engineer.

### **3.06 SPREADING AND COMPACTING**

- A. The treated mixture shall be spread to the required width, grade and cross-section. The maximum compacted thickness of a single layer may be determined by the Contractor provided he can demonstrate to the Geotechnical Engineer that his equipment and method of operation will provide uniform distribution of the lime/cement and the required compacted density throughout the layer. If the Contractor is unable to achieve uniformity and density throughout the thickness selected, he shall rework the affected area using thinner lifts until a satisfactory treated subgrade meeting the distribution and density requirements is attained, as determined by the Geotechnical Engineer, at no additional cost to the Owner.
- B. The finished thickness of the lime-treated material shall not vary more than five hundredths of a foot (0.05') from the planned thickness at any point.
- C. The lime/cement -treated soils shall be compacted to a relative compaction of not less than 95 percent (95%) as determined by the ASTM D1557-01 Compaction Test.

- D. Initial compaction shall be performed by means of a sheepsfoot type roller or a vibratory padfoot roller. Final rolling shall be by means of a smooth drum roller.
- E. Areas inaccessible to rollers shall be compacted to meet the minimum compaction requirement by other means satisfactory to the Geotechnical Engineer.
- F. Final compaction shall be completed within thirty-six (36) hours of final mixing. The surface of the finished lime/cement -treated material shall be the grading plane and at any point shall not vary more than five hundredths of a foot (0.05') foot above or below the grade established by the plans.
- G. Before final compaction, if the treated material is above the grade tolerance specified in this section, uncompacted excess material may be removed and used in areas inaccessible to mixing equipment. After final compaction and trimming, excess material shall be removed and disposed of off site. The trimmed and completed surface shall be rolled with steel or pneumatic-tired rollers. Minor indentations may remain in the surface of the finished materials so long as no loose material remains in the indentations.
- H. At the end of each day's work, a construction joint shall be made in thoroughly compacted material and with a vertical face. After a part-width section has been completed, the longitudinal joint against which additional material is to be placed shall be trimmed approximately three inches (3") into treated material, to the neat line of the section, with a vertical edge. The material so trimmed shall be incorporated into the adjacent material to be treated.
- I. An acceptable alternate to the above construction joints, if the treatment is performed with cross shaft rotary mixers, is to actually mix three inches (3") into the previous day's work to assure a good bond to the adjacent work.

### **3.07 FINAL GRADING**

- A. Finish all lime/cement treated engineered fill grades to within a tolerance of 0.05' of grades shown for top of lime/cement stabilization treatment or as indicated by drawings and specifications.
- B. Leave all areas in suitable condition for subsequent work.
- C. Excess materials not needed for final grading operations shall be removed from the site.

### **3.07 CURING**

- A. The surface of compacted and finish graded lime/cement treated soil shall be kept moist for at least 3 days after final trimming, rolling and compacting. No equipment or traffic shall be permitted on the lime treated material during the

3 day cure, except for the water truck to keep the treated area at or above the optimum moisture. After the 3 day cure apply aggregate base. Maintain moisture curing at optimum level until aggregate base is placed. Depending on site and weather conditions, cure times may need to be increased. The contractor shall coordinate with the Geotechnical Engineer on required cure times.

END OF SECTION



## **SECTION 32 12 00**

### **ASPHALT CONCRETE PAVING**

#### **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, Temporary Facilities and Controls.
- B. Section 310000, Earthwork.
- C. Section 312333, Trenching and Backfilling.
- D. Section 334000, Site Drainage.

##### **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 Engineer 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 014500 – Quality Control.
- 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 PramatoI 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, 1/2" 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 Engineer. 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; Ktep-x-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 Engineer. 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 Engineer 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 Engineer.

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 tack 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.

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 Engineer
- 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 017700.
- 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

**SECTION 32 16 00**

**SITE CONCRETE**

**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**

- B. Section 310000, Earthwork.

**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 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.
- C. Materials list: Submit to the Engineer 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, Engineer 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 Engineer 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 Engineer, 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. Exterior Flatwork Expansion Joint Sealant: 1-part polyurethane sealant, Sikaflex - 1c SL or approved equal.
- H. Surface Retarder (for exposed aggregate finishes): Rugasol-S by Sika Corporation or approved equal.
- I. Form Coating: Material which will leave no residue on concrete surface that will interfere with surface coating, as approved by the Engineer.

- J. 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 Engineer.
- K. 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.
- L. 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.
- M. 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: As selected by the Engineer.
- N. 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.
- O. Concrete Bonding Agent: Weld-Crete by Larson Products Corp., Daraweld C by Grace Construction Products or accepted equal.
- P. 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.
- Q. 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.
- R. Aggregate Base: Class 2 AB per Caltrans specification section 26-1.02A.
- S. Joint sealant for expansion joints: Single component silicone sealant, Type S, ASTM D5893
- T. Pre- Formed plastic Expansion Joint; W.R. Meadows 3/8" "Snap Cap", Tex-Trude expansion joint cap, or an approved equal.
- U. 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 slump 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. Batch Plant inspection may be waived in accordance with CBC Section 1705A.3.3.1, when approved by Structural Engineer and DSA.
  - 1. Approved Testing Laboratory shall check the first batching at the start of the work and furnish mix proportions to the Licensed Weighmaster.
  - 2. Licensed Weighmaster to positively identify materials as to quantity and to certify to each load by ticket.
  - 3. Ticket shall be transmitted to Project Inspector by truck driver with load identified thereon. Project Inspector will not accept load without load ticket identifying mix and will keep daily record of pours, identifying each truck, its load and time of receipt and will transmit two copies of record to DSA.
  - 4. At end of project, Weighmaster shall furnish affidavit to DSA on form satisfactory to DSA, certifying that all concrete furnished conforms in every particular and to proportions established by mix designs.
  - 5. 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.
  - 6. 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. Materials testing of concrete and continuous batch plant inspection may be waived in accordance CBC Sections 1704A.4.4 when approved by Structural Engineer and DSA.
- B. Testing of concrete shall be performed per article 3.07 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, Engineer 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 and or W.W.F. 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 Engineer 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 Engineer.
- 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. Engineer, 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.
  - 2. Thoroughly water and soak the flatwork subgrade as required to achieve required moisture content prior to the concrete pour. Provide damming as required to keep water within the formed area and to allow for proper saturation of the subgrade.
  - 3. Concrete vibrator shall be used to assist concrete placement. Contractor shall have spare concrete vibrator on site during concrete placement.
- 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 coarse 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.
- E. Stair Treads and Risers: Tool exterior stair tread nosing per ADA requirements and as detailed. Paint or stain tooled area at every stair tread nosing or as detailed. Stair tread nosing shall contain no pockets, voids or spalls. Patching is not allowed. Damaged nosing shall be replaced.

### **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/Variable Height Curbs, Curb and gutter, Valley Gutter: Cure utilizing Curing Compound. If applicable, the Contractor shall verify that the approved Curing Compound is compatible with the approved colorant system. 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.

- C. No Curing Compound shall be applied to areas scheduled to receive resilient track surface including, curbs, ramps, run ways, etc.

### **3.11 DEFECTIVE CONCRETE**

- A. Determination of defective concrete shall be made by the 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 Engineer, 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 Engineer 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 Engineer, 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 Engineer's direction.
  - 7. Concrete not containing required embedded items.
  - 8. Excessive Shrinkage, Traverse cracking, Cracking, 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 ENGINEER 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 017700.
- 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



## **SECTION 32 31 13**

### **CHAIN LINK FENCES AND GATES**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Fence framework, fabric, and accessories.
- B. Excavation for post bases; concrete foundation for posts.
- C. Manual gates and related hardware.

##### **1.02 RELATED SECTIONS**

- A. Section 007213: General Conditions.

##### **1.03 REFERENCES**

- A. ANSI/ASTM A123 - Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.
- B. ANSI/ASTM F567 – Installation of Chain link Fence.
- C. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- D. ASTM C94 – Ready-mixed Concrete.
- E. Chain link Fence Manufacturers' Institute (CLFMI) – Product Manual.

##### **1.04 SYSTEM DESCRIPTION**

- A. Fence Height: 12'-0" unless otherwise noted.
- B. Line Post Spacing: At intervals not exceeding 10 feet.

##### **1.05 QUALITY ASSURANCE**

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years experience.
- B. Installer: Company specializing in installations of chain-link fencing with a minimum of five years of experience. If any welding is required provide welders' certificates, verifying AWS qualification within the previous 12 months.

## **1.06 FIELD MEASUREMENTS**

- A. Verify field measurements are as indicated on shop drawings.

## **1.07 SUBMITTALS**

- A. Submit shop drawings and product data under provisions of Section 013300.
- B. Submit samples of Vinyl Slats for color selection by Engineer.

## **1.08 WARRANTY**

- A. Manufacture of slats to provide a 25 year warranty against color fading and breakage of slats.

## **PART 2 – PRODUCTS**

### **2.01 MATERIALS**

- A. Fabric:
  - 1. Non-Slatted Fabric: Standard Industrial grade, 1-34" mesh, 9 gauge hot-dipped galvanized steel wire, top selvage, knuckle end closed, bottom selvage, knuckled end closed.
- B. Line Posts: ASTM F1083 SCH 40 galvanized, round, 2.875 inch diameter.
- C. Terminal and Corner Posts: ASTM F1083 SCH 40 galvanized, round, 4.000 inch diameter.
- D. Gate Posts: ASTM F1083 SCH 40 galvanized, round, 4.0 inch diameter.
- E. Gate Frame: 1-7/8 inch SCH 40 galvanized diameter, for fittings and truss rod fabrication.
- F. Top Rail, Middle Brace Rail and Bottom Rail: ASTM F1083 SCH 40 galvanized, round, 1.66 inch diameter, plain end, sleeve coupled at top.
- G. Tie Wires: 9 gauge galvanized steel wire.
- H. Concrete: ASTM C94; Portland Cement, 2,500 p.s.i. strength at 28 days, 3 inch slump; one inch maximum sized coarse aggregate.
- I. Kickplate: 12 ga. Steel hot dipped galvanized.
- J. Cane Bolt Receiver: 1-1/4" x 8" galvanized pipe.

**2.02 ACCESSORIES**

- A. Caps: Cast steel galvanized; sized to post diameter, set screw retainer.
- B. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; steel galvanized.
- C. Gate Hardware: Fork latch with gravity drop mechanical keepers; three 180 degrees gate hinges per leaf and hardware for padlock. Padlock to be provided by District.
- D. ADA Accessible Gate Latch, Lockable; Paddle type lever that opens gate without full rotation.

**2.03 FINISHES**

- A. Components and Fabric: Galvanized to ANSI/ASTM A123; 1.2 oz./sq. ft.
- B. Hardware: Galvanized to ASTM A153, 1.2 oz./sq. ft. coating.
- C. Accessories: Same finish as framing.

**PART 3 - EXECUTION****3.01 INSTALLATION**

- A. Install framework, fabric, accessories and gates in accordance with ANSI/ASTM F567-93 and manufacturer's instructions.
- B. Drill caissons to 12" diameter and 42" depth. Clean holes and remove all loose dirt to a hard undisturbed bottom.
  - 1. When placing fence posts in existing asphalt, the existing asphalt shall be cored drilled with a diamond core hole saw 3" larger than the caisson diameter. Under no circumstances shall an auger dirt bit be used to drill through the asphalt.
  - 2. When placing fence posts where the new surrounding finish surface will be asphalt, the fence posts shall be placed first before the asphalt is laid. Top of post caisson shall be at the top of aggregate base.
- C. Set intermediate, terminal and gate posts plumb in concrete caisson. Slope top of concrete for water runoff. Use concrete vibrator in each caisson during concrete placement to settle and seat concrete.
- D. Line, Terminal, and Gate Post Footing Depth Below Finish Grade: 42 inches and 12 inches diameter.

- E. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, on bay from end and gate post.
- F. Provide top rail through line post tops and splice with 6 inch long rail sleeves.
- G. Install center and bottom rails all around enclosure.
- H. Stretch fabric between terminal posts.
- I. Position bottom of fabric 1 inch above finished grade.
- J. Fasten fabric to top, center and bottom rail and line posts with tie wire at maximum 12 inches on centers.
- K. Attach fabric to end, corner and gate posts with tension bars and tension bar clips at 12 inches on center.
- L. Install gate with fabric to match fence. Install three hinges per leaf, Install latches, catches, retainers and locking clamp.
- M. Provide kickplate at all accessible gate accesses. Weld to gate frame with 3/16" x 1" welds at 4" o.c. Weld all 4 corners. Grind all welds and edges smooth. Treat all welds with galvanizing zinc "Hot Stick."
- N. All field welding to be performed by certified welder and all welds are to be ground down smooth and treated.
- O. All areas of welds are to be thoroughly cleaned, fluxed, and treated with galvanizing zinc "Hot Stick". Do not over heat pipe when treating.
- P. At double swing gates, install cane bolt receiver in concrete measuring 8" diameter, 12" deep.

### **3.02 ERECTION TOLERANCES**

- A. Maximum variation from plum: 1/8 inch.
- B. Maximum offset from true position: 3/8 inch.
- C. Components shall not infringe adjacent property lines.

END OF SECTION

## **SECTION 32 90 00**

### **PLANTING**

#### **PART 1 – GENERAL**

##### **1.01 SUMMARY**

- A. Furnish all labor, materials, facilities, transportation and services to complete all landscaping and related work as shown on the Drawings and specified herein.
- B. Scope of work:

The general extent of the landscaping is shown on the Drawings and can include, but may not be limited to the following:

  - 1. Soil preparation and fertilization.
  - 2. Fine grading.
  - 3. Turf planting.
  - 4. Tree, shrub, and ground cover planting.
  - 5. Weed Control
  - 6. Decomposed Granite
  - 7. Clean-up
  - 8. Turf Establishment Period.
  - 9. Landscape Maintenance Period.
- C. Related sections can include, but may not be limited to:
  - 1. Section 02 41 00 - Site Demolition.
  - 2. Section 31 00 00 - Earthwork

##### **1.02 REFERENCES AND REGULATORY REQUIREMENTS**

- A. American Joint Committee on Horticulture Nomenclature (AJCHN): Standardized Plant Names.
- B. American Association of Nurserymen, Inc. (AAN): American Standard for Nursery stock.
- C. Sunset Western Garden Book, Lane Publishing CO.
- D. Agricultural Code of California.
- E. State of California Department of Transportation Standard Specifications, current edition.
- F. Title 24, Part 2, CCR California Building Code.
- G. ASTM F1292-13, Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment.

- H. ASTM F1951-14, Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

### **1.03 SUBMITTALS**

- A. Conform to applicable Division One, General Requirements.
- B. Product submittals that deviate from the contract documents shall be reviewed and approved by SJUSD M&O and the architect.
- C. Plant Materials and Products:
  - 1. Thirty (30) days prior to planting, submit electronic documentation that all plants specified have been ordered. Include names and addresses of all suppliers.
  - 2. Substitutions: If substitutions are required, they shall be brought to the attention of the District's Representative, at time of submittal, for any requested substitutions.
  - 3. Submit electronic copies of product data or "cut-sheets" for all products proposed for use.
- D. Samples: Submit four (4) samples of the following (1 quart size "zip-lock" plastic bag min. each):
  - 1. Soil amendment (with current evaluation and sieve analysis).
  - 2. Bark mulch top dress.
  - 3. Topsoil (as applicable, with current fertility and structure analyses).
- E. Provide soils analysis reports prepared by a qualified soils laboratory in compliance with the Soil Testing Requirements under "Soil Testing" in Part 3.02 of this Section.
- F. Prior to planting, submit copies of all trucking or packaging tags for all soil amendment, fertilizer and other additives to Owner's Representative so the quantities can be verified.
- G. Certificates: Submit "cut-sheets" or other product literature showing certified chemical analysis of the following:
  - 1. All fertilizers.
  - 2. All herbicides.

### **1.04 SOURCE/QUALITY ASSURANCE**

- A. Control of work: Comply with Section 5 of the State of California Department of Transportation Standard Specifications.
- B. Control of materials: Comply with Section 6 of the State of California Department of Transportation Standard Specifications.
- C. Qualifications: Provide proof of five years of continuous experience in landscaping and irrigation of similar size (+/- 20% of the construction cost) and scope for education

- campuses. Contractor to have a minimum of two projects either completed or in construction in the last five years.
- D. Work Force: Contractor shall employ on-site at all times during execution of this Section an experienced foreman, and that foreman and workers are on the job from commencement to completion. The foreman is to be thoroughly familiar and experienced with the materials and products being installed and proper methods of their installation. Notify the District's Representative immediately of all changes in supervision.
- E. Reference Standards: Meet or exceed Federal, State and County laws requiring inspection of all plants and planting materials for plant disease and insect control.
- F. General: Ship plant material and seed with certificates of inspection required by governing authorities. Comply with regulations applicable to plant materials (as applicable).
- G. Tree, Shrubs and Plants: Provide trees, shrubs and plants of quantity, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock." Provide healthy, vigorous stock, grown in a recognized nursery in accordance with good horticultural practice and free of disease, insects, etc., larvae, and defects such as girdling or bound roots, knots, sun-scald, injuries, abrasions or disfigurement.
1. Conform to the current edition of Horticultural Standards for quality of Number 1 grade nursery stock as adopted by the American Association of Nurserymen. Conform to sizes specified on plant legend. Select plants which have a natural shape and appearance.
  2. Select only plants that are true to name, and tag one of each bundle or lot with the name of the plant in accordance with the standards of practice of the American Association of Nurserymen. In all cases, botanical names shall take precedence over common names.
  3. Tag each plant of a patented variety with the variety and identification number, where applicable, as it is delivered to the job site.
  4. Select only plants which have been nursery-grown in accordance with good horticultural practices and which have been grown under climatic conditions similar to those in the locality of the project for at least one year.
  5. Select only plants which are typical of their species or variety; have normal habits of growth; are sound, healthy, vigorous, well-branched and densely-foliated when in leaf; are free of disease, insect pests, eggs or larvae; and have a healthy and well-developed root system.
  6. Select only container stock that has been grown in the containers in which delivered for at least six (6) months, but not over two (2) years. Provide samples to show that there are no root-bound conditions.
  7. Do not use plants that are severely pruned or headed-back to meet size requirements.
  8. Do not plant container-grown plants that have cracked or broken balls of earth when taken from the container. Remove canned stock carefully from cans after containers have been cut on two sides with tin snips or other approved cutter.
  9. Coordinate a time for the Landscape Architect to inspect the plants upon their delivery to the project site.

10. At any time prior to final acceptance, be prepared to replace any plants that are rejected by the Owner's Representative because of physical damage to the plant.
  11. Do not remove container-grown stock from containers before time of planting. (SHOULD BE 12) Be prepared to replace plants which are rejected by the Owner's Representative for the following reasons:
    - a) Trunk bark damage caused by sunburn
    - b) Trunk bark wounds caused by rubbing stakes or ties
    - c) Trunk bark damage caused by ties that have girdled the tree
    - d) Tree head development that is lopsided and not symmetrical in form,
    - e) Tree branches that cross or touch,
    - f) Tree branches with double leaders (unless multi-trunk trees are specified)
    - g) Circling or Girdling Roots
    - h) Excessive Slime/Moss
  12. Stake shrubs with one-inch by one-inch by eighteen-inch (1"x1"x18") stakes in such manner that the stakes are not visible, and tie to upright position if they lean and/or are not growing in a vertical position.
  13. Furnish quantities necessary to complete the work as shown on the Drawings and, if necessary, make up for any discrepancies in the quantities given in the Plant List at no additional cost to Owner.
- H. Analysis and Standards: Package standard products with manufacturers certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
- I. Quality Review: The District's Representative shall review all trees and shrubs before planting for compliance with specified requirements for genus, species, variety, size and quantity. District's Representative retains right to further review trees and shrubs for size and condition of root systems, trunks, stems branches or structure, buds, etc., and to disqualify unsatisfactory or defective material at any time during the progress of work. Remove disqualified trees or shrubs immediately from project site with materials acceptable to District's Representative.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

A. General:

1. Handle and store all products of this Section in such a manner as to protect them from damage at all times.
2. Storage of products on-site shall be coordinated by the contractor in an orderly manner so as not to unnecessarily impede the work or reasonable use of project site.

B. Plants:

1. Delivery: Coordinate with District's Representative. Provide proper identification for landscape labor force and vehicles at all times while on site.
2. Storage: Coordinate with District's Representative. Provide exposure as required by plant variety and provide wind protection for all plants. Water regularly to maintain thorough moisture in root zone. Temporary, automatic irrigation system will be



required at discretion of District's Representative if extended storage period becomes necessary. Protect dark colored plant containers from direct exposure to the sun.

3. Labeling: At least one plant of each variety or type shall be legibly labeled at all times clearly indicating correct plant name as indicated on Drawings. Labels shall be durable with waterproof ink.

C. Fertilizers:

1. Deliver in original, unopened containers with original labels intact and legible which state the guaranteed chemical analysis.

D. Packaged Materials:

1. Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.

E. Bulk Material:

1. Coordinate delivery and storage of bulk material with District's Representative.
2. Do not dump or store bulk materials near structures, utilities, walkways or pavements, or on existing turf areas or plants.
3. Confine materials to neat piles in areas acceptable to the District's Representative. Provide erosion control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
4. Accompany each delivery of bulk fertilizers, and soil amendments with appropriate certificates.

## **1.06 PROTECTION AND CLEAN-UP**

- A. Provide protection for persons and property throughout progress of work. Use temporary barricades as required. Proceed with work in such manner as to minimize spread of dust and flying particles and to provide safe working conditions for personnel. Store materials and equipment where directed.
- B. Existing Construction: Execute work in an orderly and careful manner to protect paving, work of other trades, and other improvements.
- C. Existing Utilities: Provide protection for existing utilities within construction area. At no additional cost to Owner, repair any damages to utility lines that occur as a result of this work.
- D. Landscaping: Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods.

- E. Paving: Maintain cleanliness of paving areas and other public areas used by equipment, and immediately remove spillage; remove rubbish, debris, and other material resulting from landscaping work, leaving site in a safe and clean condition.

#### 1.07 PLANTING SCHEDULE / ENVIRONMENTAL REQUIREMENTS

- A. Install, establish, and maintain all lawn areas for a minimum of ninety (90) days prior to date of substantial completion. Coordinate schedule with other work and overall project schedule. Failure to install lawn areas by this date shall result in assessment of liquidated damages.
- B. Proceed with work in an orderly and timely manner to complete installation of landscaping within contract limits.
- C. Planting Season Limits: Do not plant when grounds are excessively wet, the temperature is below 25° F, high winds, or excessive heat. Do not proceed with any soil preparation and fertilization if all planting cannot be completed within Planting Season Limit.

#### 1.08 INSPECTION REQUIREMENTS

- A. Owner's Representative reserves the right to examine and reject plant material both at place of growth and at site, before and after planting, for compliance with requirements of name, variety, size, and quality.
- B. Request and hold a pre-construction meeting prior to beginning the work of this Section. Parties required to be in attendance are the Landscape Contractor, Project Inspector, and Owner's Representative.
- C. Obtain verification from Project Inspector for the following at the appropriate times during construction and prior to further progression of work in this Section:
  - 1. Rough grading is to tolerances specified in Section 31 00 00 – Earthwork.
  - 2. The placement of landscape backfill material is as specified in this Section.
  - 3. The soil amendment does not include any metal fragments. (Obtain a letter from the manufacturer stating that the material submitted for use on this project has no metal or foreign objects. Submit this letter as part of the Data Sheet submittal package [see "Submittals and Substitutions" in this Section])
  - 4. Required Test: For each load of soil amendment delivered to the site, spread at least two cubic yards (2 cy) of material onto a paved surface approximately two inches (2") deep. Pass a magnetic rake over the material in two directions. If any metal is found, test the entire load in the same manner. Perform all testing in the presence of the Project Inspector.
  - 5. Soil amendments, fertilizer, bark mulch and materials used for hydroseeding have been delivered to the site by the supplier, the invoices from the supplier indicate the project name and quantities delivered, and the Project Inspector has received copies of all such documents.
  - 6. Prior to planting, amendments and conditioners have been incorporated as per pre-planting recommendations, and planting areas have been made ready to receive planting.
- D. In case of failure to obtain any verification by the Project Inspector as required above, remove and replace work as necessary to obtain the verification at no additional cost to the Owner.

- E. All costs incurred from repeat reviews required due to contractor not being prepared or non-conformance with Construction Documents shall be back charged to the contractor
- F. Beginning of Maintenance Period: Verify all work is complete, then request and hold a meeting to include the Project Inspector, and Owner's Representative for authorization to begin the landscape maintenance period.
- G. End of Maintenance: Verify that all work is complete and acceptable, and that the maintenance has been completed per specifications; and continue to provide landscape maintenance until the Owner's Representative has accepted the work.

#### **1.09 GUARANTEE**

- A. All work executed and all materials provided or used under this Section shall be guaranteed to be free of defects and poor workmanship for a period of two years after Final Acceptance.
- B. All plant materials shall be guaranteed to be in a healthy and thriving condition two (2) years after Final Acceptance, unless it can be proven that the unhealthy or non-thriving material is due to causes other than the contractor's materials or workmanship.
- C. Replace all dead plants and plants not in vigorous condition immediately upon notification by District's Representative during Guaranty Period. Replaced plants shall be subsequently guaranteed by the contractor for an additional year following date of replacement.
- D. Repair all defective materials and work as acceptable to the District's Representative during guaranty period.

#### **1.10 TURF ESTABLISHMENT PERIOD**

- A. Turf Establishment period shall include complete germination of turf and two mowing as specified herein, prior to the commencement of the specified Landscape Maintenance Period. When dormant species are installed outside their growing season, the Landscape Maintenance Period shall commence when dormant species are within their active growing season.

#### **1.11 RECORD DRAWINGS**

- A. Upon completion of work, and as a precedent to final payment, deliver to Owner's Representative one complete set of reproducible originals of Drawings showing work exactly as installed.

### **PART 2 - PRODUCTS**

#### **2.01 GENERAL**

- A. Use material in new and perfect condition as specified. Any deviations or substitutions from the Specification and Drawings must first be approved by District Representative in writing prior to use.

#### **2.02 TOPSOIL**

- A. Topsoil shall be clean on-site material that has been previously stripped from the top 6 inches of original grade or acceptable import material (as applicable). Acceptable topsoil shall be free from "rocks" (rock, stones, rubble, clay clods, etc. over 1/2" in diameter), roots, toxins, and any other deleterious materials per the discretion of the District's Representative. All import topsoil proposed for use shall be submitted to the District's Representative for review and acceptance prior to use. Submit samples and current soil fertility and structure analyses in the quantity previously specified.

## **2.03 FERTILIZERS**

- A. General:
1. All fertilizers shall be of an acceptable brand with a guaranteed chemical analysis as required by USDA regulations.
  2. All fertilizers shall be dry and (except plant tabs) free flowing.
- B. Post-Plant Fertilizer: Shall be of the following chemical analysis:
1. 16% Nitrogen.
  2. 6% Phosphoric Acid.
  3. 8% Soluble Potash.
- C. Plant Tabs: Shall be "Gro-Power" 7 gram tabs designed for 12 month slow release with the following chemical analysis by weight (no known equal):
1. 12% Nitrogen.
  2. 8% Phosphoric Acid.
  3. 8% Soluble Potash.
  4. 20% Humus.
  5. 4% Humic Acid.
  6. 3.5% Sulfur.
  7. 2% Iron.
  8. Micronutrients.
- D. Super Phosphate: Shall be "Treble Superphosphate" with the following chemical analysis:
1. 0% Nitrogen.
  2. 48% Phosphoric Acid.
  3. 0% Soluble Potash.

## **2.04 SOIL ADDITIVES**

- A. Soil Amendment:
1. Shall be "Super Humus" Compost: As available from 8FI Organics Inc. 1995 Oakland Road, San Jose, California, 95131 Ph.: (408) 262-1401 Fax.: (408) 262-0603. Or "Organic Compost" as available from Z-Best Products Inc. 705 Los Esteros Road, San Jose Ca. 95134 Ph.: (408) 934-6152 Fax.: (408) 263-2393. Or acceptable equal. Acceptable material shall meet or exceed the following criteria:

- a. Gradation: A minimum of 90% of the material shall pass a 2" screen. Material passing shall meet the following criteria:
 

| <u>% Passing</u> | <u>Sieve Designation</u> |
|------------------|--------------------------|
| 85-100           | 9.51 mm (3/8")           |
| 50-80            | 2.38 mm (No.8)           |
| 0-40             | 500 Micron (No. 35)      |
  - b. Organic Content: Minimum 25% based on dry weight and determined by ash method. Minimum 240 lbs. organic matter per cubic yard of compost.
  - c. Carbon to Nitrogen Ratio: Maximum 35: 1 if material is claimed to be nitrogen stabilized.
  - d. PH: 5.5-8.0 as determined in saturated paste.
  - e. Soluble Salts: Refer to manufacturers specification guidelines.
  - f. Moisture Content: 25-60%
  - g. Contaminants: Shall be free of glass, metal and visible plastics.
  - h. Color / Odor: Color shall be dark brown to black. Odor shall be soil-like, (musty or moldy) not sour, ammonia-like or putrid.
- B. Soil Conditioner: Shall be "Gro-Power Plus (5-3-1) with 4% Sulfur" available through Gro-Power Inc. No known equal.
  - C. Soil Sulphur: Shall be agricultural grade, 99% pure, pelletized/granular form, not powdered.
  - D. Iron Sulphate: Shall be "Gro-Power Premium Green" non-staining iron with micro-nutrients, soil penetrant, trace minerals, and humic acids as available through Gro-Power Inc. Ph.: (800) 473-1307. No known equal.
  - E. Vitamin B-1: "Superthrive", "Liquinox Start", "Cal-Liquid", or approved equal.

## **2.05 BARK MULCH TOP DRESS**

- A. Bark mulch top dress shall be Walk-On-Bark by Redi-gro, 100% shredded fir with an average 2" particle size free of deleterious and inorganic materials.

## **2.06 APPARATUS FILL**

- A. Surfacing shall be IPEMA-Certified Engineered Wood Fiber.
- B. Supplier must certify that the surface meets the intent of the American with Disabilities Act (ADA).

## **2.07 PLANT MATERIAL**

- A. General
  - 1. All plants shall conform to the species and minimum sizes shown on the Drawings.
  - 2. Quantities shown on the Drawings are for the contractors bidding convenience only. Contractor shall provide plant material to fulfill the intent of the Planting Plan per the discretion of the District's Representative.

- B. Condition: All plants shall conform to the following minimum requirements:
1. Healthy, shapely, well-rooted, not pot-bound, free from insect pests or plant diseases and properly "hardened off" before planting. Replace plants that are not alive or are not in satisfactory growing condition, as determined by the Owner's Representative, without additional cost to Owner. The Owner's Representative may reject plants before and/or after planting.
  2. Nursery grown unless otherwise specified.
  3. Supplied in appropriate container, balled and burlapped, or bare root as specified on Drawings.
  4. Labeled. Label at least one tree and one shrub of each species with a securely-attached, waterproof tag bearing legible designation of botanical and common name.

## 2.08 LAWN SOD

- A. All seed from which sod was grown shall be, or shall have been:
1. From current or latest seasons crop.
  2. Free of all weed seed and have producers "Statement of Analysis Guarantee".
  3. 95% pure by weight with a 90% germination rate.
  4. Labeled in conformance to State and U.S.D.A. laws and regulations.
- B. Mix: Sod blend, subject to acceptance by the District Representative, shall be as follows:
1. Athletic Field Sod shall be Tifway 419 bermuda grass.
  2. Non-Athletic Field Sod shall be Bolero
  3. No-mow sod shall be Native Preservation Mix by Delta Bluegrass.
  4. Bio Swale sod shall be Native Preservation Mix by Delta Bluegrass.
- C. All sod shall be nursery grown, net free, and machine cut at a uniform thickness of ½ inch, excluding top growth and thatch. Sod shall be strong enough to support a 24 inch square by its own weight when lifted by the ends. All sod shall be delivered and installed at the site within 24 hours of being harvested. The field shall be watered regularly, and no rolling shall be done on the field during or after a watering.

## 2.09 LAWN HYDROSEEDING

- A. Lawn/Grass Seed: Premium, new crop seed, delivered to site in original, unopened containers bearing a dated guaranteed analysis. Lawn seed mixture shall be as follows:
1. Athletic Fields
    - a. Double Play Bermuda Blend
    - b. Application between May 1 and August 15. Installation approval required by SJUSD M&O and the Landscape Architect for application outside this timeline.
  2. Non-athletic Fields
    - a. Bolero
  3. No-mow
    - a. Native Preservation Mix by Delta Bluegrass.

- 4. Bio Swale
  - a. Native Preservation Mix by Delta Bluegrass
- B. Hydroseeding Material:
  - 1. Starter Fertilizer: 16-20-0 with biosolids or approved equal.
  - 2. Herbicide: Tenacity or approved equal.
  - 3. Soil Binding Agent: Polyacrylamide or approved equal.
  - 4. Wood Fiber Mulch: As manufactured by Conwed or approved equal.

## **2.10 LAWN BERMUDA SPRIGGING**

- A. Healthy lateral living stems, rhizomes, or stolons, four to six inches (4" - 6") long with leaves or a minimum of two nodes and attached roots free of soil.
- B. Application between May 1 and August 15, Installation approval required by SJUSD M&O and the Landscape Architect for application outside this timeline.

## **2.11 HERBICIDES**

- A. Pre-emergent: "Ronstar-G" pelletized, "Surflan" liquid, or acceptable equal.
- B. Other: All other herbicides must be accepted by District's Representative prior to use.

## **2.12 TREE STAKES AND TIES**

- A. Minimum 2"x2"x8' long wood lodge poles copper naphthantate treated with two (2) 24" minimum length vinyl cinch ties attached to the lodge poles with #8 galvanized screw with washer.

## **2.13 DECOMPOSED GRANITE:**

- A. Reddish-brown in color.
- B. A mixture of fines to three-eighths inch (3/8") size particles with no clods.
- C. Free of vegetation, other soils, debris and rocks, and of such nature that it can be compacted readily under watering and rolling.
- D. Decomposed Granite Binder: Shall be Stabilizer by Stabilizer Solutions.

## **2.14 OTHER MATERIALS**

- A. Header Board: As may be specified on the Drawings.
- B. Root Barriers: Shall be model #UB 24-2 "Universal Barrier" as produced by Deep Root Partners L.P.: Ph.: (800) 458-7668 Fx.: (800) 277-7668 or acceptable equal.
- C. Erosion Control Blankets: The erosion control/re-vegetation blanket shall be lightweight and comprised primarily of straw, excelsior, virgin wood fiber, jute or coconut fibers. It shall

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conform easily to the soil surface allowing vegetation to emerge unimpeded, contain no growth-inhibiting additives and shall be free of weed-seed and other contaminants. The blanket shall be designed to be left in place to degrade. Include manufacturer's recommended biodegradable staples, six inches (6") long.

- D. Weed Fabric: As indicated on Drawings.
- E. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, three ounces per square yard (3 oz/sq. yd.) (101 g./sq. m.) minimum, composed of fibers formed into a stable network so that fibers retain their relative positions. Fabric shall be inert to biological degradation and resistant to naturally-encountered chemicals, alkalis, and acids.
- F. Provide all other materials necessary to complete landscaping work as shown on Drawings and specified herein.
- G. All products and materials, including those specified above, shall be new, first quality as acceptable to the District's Representative.

## **PART 3 – EXECUTION**

### **3.01 SITE CONDITIONS**

- A. Examine the site, verify grade elevations, and observe conditions under which work is to be performed. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Owner's Representative.
- B. Proceed with complete landscape work as rapidly as portions of the site become available, working within seasonal limitations for each kind of landscape work required.
- C. Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand-excavate, as required, to minimize possibility of damage to underground utilities. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- D. When conditions detrimental to sod or plant growth are encountered, such as rubble fill, adverse drainage condition, or other obstructions, notify the Owner's Representative before planting.

### **3.02 SOIL TESTING**

- A. Coordinate soil testing in an expeditious and timely manner as required for on-site topsoil materials. Contract with a soil laboratory and include cost of sampling and testing in contract price. Take one (1) sample for every 5,000 square feet of landscape area up to a maximum of six (6) samples under the direction of and in the presence of the Owner's Representative.
- B. Submit each sample, according to the quantity of soil required by testing laboratory, to a competent laboratory approved by the Owner's Representative.



- C. Provide analysis of soil samples for pH, salinity, ammonia, phosphate, potassium, calcium, magnesium, boron, and sodium levels. Provide appraisal of chemical properties, including particle size determination, and recommendations for types and quantities of amendments and fertilizers.

### **3.03 TOPSOIL INSTALLATION**

- A. All planting areas shall contain a minimum of six (6) inches of acceptable topsoil. As applicable and where needed, only previously accepted topsoil shall be installed.
- B. Subgrade soil shall be cut or filled to the depth required such that after placement of required amount of topsoil and specified preparation procedures have been accomplished, specified finish grades will be attained.
- C. All subgrade soil shall be cross-rippled to a twelve (12) inch minimum depth prior to placement of accepted topsoil.

### **3.04 PREPARATION**

- A. Make provisions and take necessary precautions to protect all existing and new improvements from damage during execution of this work.
- B. Initial Preparations:
  - 1. If live perennial weeds exist on site at the beginning of work, spray with a non-selective systemic contact herbicide as recommended and applied by an approved licensed landscape pest control advisor and applicator. Leave sprayed plants intact for at least 15 days.
  - 2. Clear and remove existing weeds by mowing or grubbing off all plant parts at least one-quarter inch (1/4") inch below surface of soil over entire areas to be planted.
  - 3. Once perennial weeds have been removed, thoroughly cross-rip (second rip shall be performed at 90 degrees to first rip) all planting area soil to be amended to a depth of twelve (12) inches.
  - 4. Remove all rocks, sticks, clods, debris, and other deleterious materials over one-half (1/2) inch in diameter from top 6 inches of soil.
  - 5. Float, rake, and roll all planting areas as necessary to establish smooth, clean, non-yielding planting beds.
  - 6. Prevent erosion of the soil between completion of soil preparation and planting.
- C. Concrete Mow bands and Wood Header Boards: Install per Drawings and repeat initial preparations described above as necessary.

### **3.05 SOIL PREPARATION / FINISH GRADES**

- A. For Bidding Purposes, use the following additives are to be rototilled into the top six (6) inches of all planting areas at the following rates per 1,000 square feet:
  - 1. 6 cubic yards of soil amendment.
  - 2. 200 pounds of soil conditioner.
  - 3. 20 pounds of soil sulfur.

- B. Conduct the required soil tests and instruct the lab to include a minimum of the following soil improvements at the following rates per 1,000 square feet in the recommendation on the soils report:
1. 2 cubic yards of soil amendment.
  2. 200 pounds of soil conditioner.
  3. If the lab recommends less than six cubic yards (6 cy) of soil amendment, the excess bid amount shall be applied to the cost of any additional recommended soil improvements, or returned to the Owner as a credit.
- C. Finish Grading for all planting areas: After tilling in additives and re-compaction to 85% relative compaction, rake all planting areas smooth and set finish grades as follows:
1. TURF PLANTING AREAS: After soil preparation, finish grades of all seed and sod turf areas shall be one (1) inch below all adjacent paving, headers, boxes, etc.
  2. NON-TURF PLANTING AREAS: After soil preparation, finish grades of all non-turf planting areas shall be three (3) inches below adjacent paving, headers, boxes, etc. to allow for installation of bark mulch top-dress.
  3. Finish-grade so that the entire area within the contract lines has a natural and pleasing appearance as specified and as directed by Landscape Architect.
  4. Adjust sprinkler heads flush to finish grade in preparation to receive hydroseeding or one-half inch above finish grade in preparation to receive sod. Reset sprinkler heads flush to grade after turf has germinated.
  5. Flag the sprinkler heads and valve markers.
- D. Upon completion of finish grading, request an review and obtain approval of Owner's Representative prior to commencement of planting or hydroseeding.

### **3.06 SOD INSTALLATION**

- A. Soil preparation and fine grading shall be as previously specified. Prior to sod installation, roll turf bed until a smooth, firm surface with uniform grade has been produced. The turf bed shall be reviewed and accepted by the District Representative prior to sod installation.
- B. When placing sod, Contractor shall use great care so as not to disturb the finished grades of the field. Contractor will make provisions to avoid rutting of the root zone mix. Equipment used to lay sod shall have large floatation tires. Equipment is not allowed to drive over laid sod.
- C. Moisten prepared areas before sod installation to a depth of 4 inch. The first row of sod should, if possible, be laid in a straight line with subsequent rows placed parallel and tightly against one another. Do not stretch or overlap sod pieces. All joints are butted tight in order to prevent voids. Lap ends of sod rolls 6 inches and cut new tight joint. Sod shall be unrolled into place with careful attention to tight joints with no overlapping or stretching. Stagger the joints in each new row like rows of bricks (18" minimum stagger). Use a sharp knife for shaping around edges. Immediately after placement, soak sod areas with water. Roll sod after watering (once it has had a short drying period) to smooth out bumps and air pockets,

and roll again if sod is not even. Water frequently for the first 10 – 14 days, enough water to saturate soil to a depth of 4". DO NOT LET SOD DRY OUT.

- D. Provide and install temporary fencing around all completed sod areas. Use Tensar or Mirafi webbed plastic rolled snow fencing 41 in height with metal stakes at 8' o.c. or acceptable equal.
- E. Until project Final Acceptance, should it become evident that certain sod areas have not grown, re-sod the areas immediately with sod of the same type as originally used and maintain as specified.

### **3.07 TURF ESTABLISHMENT PERIOD**

- A. The Turf Establishment period shall begin upon completion of all sod installation on each particular field area per site, or at any time prior to this condition upon written approval of the District Representative. The establishment period shall continue until the field receives the second mowing.
  - 1. Mowing: Turf will be cut with a dedicated mower. Cutting height will be determined on environmental conditions, condition of sod, and time of year or activities. Turf height will be maintained using only sharp, clean equipment capable of cutting heights of the initial cutting or subsequent cuttings should never remove more than 1/3 of the grass leaf. Turf will be maintained to a neat appearance.
  - 2. Initial Mowing: Initial mowing shall occur at such a time when vigorous root growth has occurred, all sod is firmly attached, and, the possibility of rutting or damaging the playing surface has passed. The turf shall have exhibited vigorous shoot growth, and the turf has added 2" of new growth.
- B. The Turf Establishment period shall be determined to end after the second mowing, provided these additional requirements are also met:
  - 1. Turf has rooted into the root zone mix at a uniform minimum depth of 3 inches.

### **3.08 TREE, SHRUB, AND GROUND COVER PLANTING**

- A. Layout: Coordinate lay-out of plants with District's Representative for review and acceptance.
- B. Planting Pits:
  - 1. Excavate pits with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage and to sizes indicated in Drawings.
  - 2. Thoroughly scarify all sides of plant pits to remove "auger slick" and encourage root penetration.
  - 3. Loosen hard subsoil in bottom of excavation. Extend excavation as required to insure proper drainage from plant pits.
  - 4. Set trees and shrubs in pit on tamped backfill base as per Details. Set plumb and face for best appearance. Thoroughly scarify all plant root balls to eliminate any circling roots and to encourage root growth. Set plant so root crown is 2" above

surrounding grade for trees and 1" above surrounding grade for shrub/groundcover after settlement.

5. Fill excavated planting pits with water to half the depth of pit. Pits should drain within four hours (4 hrs). If planting pits do not drain, notify Project Inspector immediately. Do not proceed with planting until Owner's Representative has resolved a method to provide drainage.
- C. Backfilling:
1. Backfill mix for 1 gallon size and larger shall consist of 100% amended site soil that was excavated for plant hole with plant tabs added per manufacturer's recommendations.
  2. Tamp backfill mix under and around root balls.
  3. Flood plant pit when half backfilled; allow to drain.
  4. Complete backfilling. Tamp as necessary, do not over compact.
- D. Watering:
1. Thoroughly water plants immediately after planting.
  2. Construct water basins as specified in Drawings.
- E. Finish Grade Restoration: Restore finish grades by hand raking. Dispose of excess subgrade soil.
- F. Grooming and staking:
1. Prune, thin-out and shape trees in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Owner's Representative, do not cut tree leaders, and remove only injured or dead branches from flowering trees.
  2. Prune, thin-out and shape shrubs in accordance with standard horticultural practice. Prune shrubs to retain natural character and to accomplish their use in landscape design. The required plant size is its size after pruning.
  3. Paint cuts over one-half inch ( $\frac{1}{2}$ " ) in size with standard tree paint or compound, covering exposed, living tissue. Use paint that is waterproof, antiseptic, adhesive, elastic and free of kerosene, coal tar, creosote, and other substances harmful to plants. Do not use shellac.
  4. Stake or guy trees immediately after planting, as indicated on Drawings.
  5. Remove and replace excessively pruned or malformed new plants resulting from improper pruning.
- G. Request review by the Owner's Representative after locating, but prior to planting all trees. Under the direction of the Owner's Representative make slight adjustments to plant material location as necessary to reflect original intention of Drawings.

### 3.09 LAWN HYDROSEEDING

- A. Do not begin hydroseeding until finish-grading has been checked by Owner's Representative. If work is rejected due to failure to obtain Owner's Representative approval prior to hydroseeding, redo rejected work at no additional cost to Owner.
- B. General: Hydroseeding is an artificial planting process which provides vegetation to an area by using a mixture of soil conditioner/fertilizer, seed, fungicide, wetting agent, binder, and wood fiber mulch. This mixture should be of such character that it will disperse into a uniform slurry when mixed with water in a mechanical mixer.
- C. Equipment: Use a standard hydraulic mulching machine with a continuous agitation system that keeps material in uniform suspension throughout mixing and distribution cycles and with a mixing tank capacity of 500 gallons (3,000+ sq. ft. of coverage).
- D. Mix per Tank:
  - 1. 25.0 lbs. – Fertilizer
  - 2. 30.0 lbs. - Lawn Seed
  - 3. 1.0 lbs. – Fungicide
  - 4. 5.0 pints - Wetting Agent
  - 5. 5.5 lbs. – Binder
  - 6. 120.0 lbs. - Wood Fiber Mulch
- E. Note: If a different capacity tank is used, submit a list of the above materials with proportional amounts to be approved by Landscape Architect.
- F. Application: Spray the slurry mix, under pressure, uniformly over the soil surface in a one-step operation. Protect adjacent paving, building walls, etc.
- G. Clean any overspray from surfaces at end of each day's work.
- H. Permit slurry to "set" approximately twenty-four hours (24 hrs) before watering. Once watering has begun, do not allow newly hydroseeded areas to dry out.

### 3.10 LAWN SOD

- A. Cultivate all lawn areas to a depth of six inches (6"). If cultivation does not break lumps, pull a spike-toothed harrow over the area behind the tractor.
- B. Give all lawn areas that are to be sodded a smooth finish to prevent pockets. Do not allow any abrupt changes of surface. Prior to installation of sod, roll the grade with a 200 pound water-ballast roller. Request that the lawn grade be inspected and approved by the Owner's Representative prior to sodding to determine its suitability for planting. Obtain such approval prior to commencing sodding operations.
- C. Do not take heavy objects (except lawn rollers) over lawn areas after they have been prepared for planting.
- D. Completely lay the sod within twelve hours (12 hrs) of delivery. Do not leave sod on pallets in the hot sun longer than necessary.

- E. Unroll sod carefully. Lay sod tight without any visible open joints, and without overlapping; stagger end joints twelve inches (12") minimum. Do not stretch or overlap sod pieces. Do not place sod in pieces smaller than twenty-four inches (24") in length by width of roll.
- F. When new sod is to match existing turf, cut the edge of the existing turf in a series of straight lines that will accept new sod rolls in full width of the sod roll. Make the transition of grade between existing turf and new sod to be seamless with no change in elevation.
- G. Immediately after laying sod, roll lawn areas with a 200 pound water-ballast roller.
- H. Trim sod to conform to lawn shapes designated in Drawings.
- I. On slopes of six inches (6") per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at a maximum of two feet (2') on center. Drive pegs flush with soil portion of sod.
- J. Ensure that finished appearance is that of one continuous lawn.
- K. Do not lay whole lawn before watering. When a conveniently large area has been sodded, water lightly to prevent drying. Continue to lay sod and to water until installation is complete.
- L. All sod areas must be approved by Owner's Representative .
- M. Water the complete lawn surface thoroughly. Moisten soil at least eight inches (8") deep. Repeat sprinkling at regular intervals to keep sod moist at all times until rooted. After sod is established, decrease frequency and increase amount of water per application as necessary.

### **3.11 LAWN BERMUDA SPRIGGING**

- A. Plant freshly shredded sod sprigs after finish grade is properly prepared and thoroughly soaked a day in advance. Plant sprigs at a rate of [rate] deep. Place individual sprigs with roots and portions of stem in moistened soil [rate] apart in rows [rate] apart, and fill furrows without covering growing tips. Lightly roll and firm soil around sprigs after planting. Water thoroughly and keep soil moist. Weed by hand or hoe. Do not treat sprig area with herbicide.

### **3.12 TREE STAKING**

- A. Stake trees as shown in Drawings.
- B. Set stakes plumb, without damage to root ball and sufficiently deep to provide necessary support.
- C. Tree ties shall be tied loosely enough to allow movement, yet taut enough to support tree.

### **3.13 HERBICIDE APPLICATION**

- A. Comply with all Healthy School Act requirements.

- B. Apply in accordance with manufacturer's recommendations.
- C. Apply pre-emergent herbicide to soil prior to placement of bark mulch top-dress.
- D. Apply pre-emergent weed control to all planting areas (except lawn) after completion of all planting and one complete watering. Follow manufacturer's directions. To prevent washing away of weed control, do not over-water after its application. Do not allow any weed control into lawn areas. Treat any existing noxious weeds, such as Johnson grass, with Roundup in successive treatments until all roots are destroyed, then remove all grass and roots. Notify Owner's Representative of time of installation for verification of application

### **3.14 BARK MULCH TOP DRESS**

- A. Apply three (3) inches of bark mulch top dress to all non-turf planting areas and other areas as may be specified in the Drawings, after planting and weed control are complete.
- B. Rake bark mulch top dress evenly to create a uniform surface and pull bark mulch top dress away from trunks or stalks of plants three inches (3").

### **3.15 DECOMPOSED GRANITE**

- A. General: Prepare all areas to receive decomposed granite, and treat sub-grade with weed control.
- B. Placement:
  - 1. After pre-blending, place the Stabilized decomposed granite on prepared sub-grade. Level to desired grade and cross section.
  - 2. Water heavily for full-depth moisture penetration of the Stabilized pathway profile, 25 to 45 gallons of water per 1-ton must be applied. During water application randomly test for depth using a probing device, which reaches full depth.
- C. Compaction:
  - 1. Upon thorough moisture penetration, compact aggregate screening to 85% relative compaction by equipment such as; a 2 to 4-ton double drum roller or a 1,000-lb. single drum roller. The roller size will depend on the depth of the pathway. DO NOT use a vibratory plate compactor or vibration function on roller as vibration separates large aggregate particles. Do not begin compaction for 6 hours after placement and up to 48 hours.
  - 2. If surface aggregate dries significantly quicker than subsurface material, lightly mist surface before compaction.
  - 3. Take care in compacting decomposed granite when adjacent to planting and irrigation systems. Hand tamping with a 8" or 10" hand tamp recommended.
- D. Inspection: Finished surface of pathway shall be smooth, uniform and solid. There shall be no evidence of chipping or cracking. Cured and compacted pathway shall be firm throughout profile with no spongy areas. Loose material will not be present on the surface after installation, but may appear after use and according to environmental conditions.

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- Pathway should remain stable underneath the loose granite on top. Any significant irregularities in path surface shall be repaired to the uniformity of entire installation
- E. Upon end of landscape maintenance period, all weed/grass shall have been removed and surface re-compacted.

### **3.16 ROOT BARRIER**

- A. Install root barrier where trees are planted within sixty inches (60") of paving or other hardscape elements, such as walls, curbs, and walkways, unless otherwise shown on Drawings.
- B. Align root barrier vertically and run it linearly along and adjacent to the paving or other hardscape elements to be protected from invasive roots.
- C. Install root barrier continuously for a distance of five feet (5') in each direction from the tree trunk, for a total distance of ten feet (10') per tree. If trees are spaced closer, use a single continuous piece of root barrier.
1. Position top of root barrier one inch (1") below finish grade.
  2. Do not distort or bend root barrier during construction activities.
  3. Do not install root barrier surrounding the root ball of tree.

### **3.17 OTHER MATERIALS**

- A. Header Board: Install as shown in the drawings.
- B. Erosion Control Blanket: When planting operations have been completed and finish-grade has been re-established, request review of surface grade, and obtain approval of Owner's Representative before installation of blanket.

### **3.18 CLEAN-UP**

- A. During construction, keep the site free of rubbish and debris, and clean up the site promptly when notified to do so. Take care to prevent spillage on streets from hauling and immediately clean up any such spillage and/or debris deposited on streets due to the work of this Section.
- B. During all phases of the construction work, take all precautions to abate dust nuisance by clean-up, sweeping, sprinkling with water, or other means as necessary.

### **3.19 FIELD QUALITY CONTROL**

- A. Pre-maintenance review - At completion of this Section, work shall be reviewed to check conformance with Construction Documents. Acceptance shall mark beginning of the specified maintenance period. If acceptance is not given, a punch-list of items requiring attention will be issued to the contractor. One more review will be allowed after contractor certifies in writing that the punch-list has been completed. Punch-list shall be completed to the satisfaction of the District's Representative prior to commencement of the Specified Maintenance Period.

**END OF SECTION 32 90 00**

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## **SECTION 33 40 00**

### **SITE DRAINAGE**

#### **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.
- B. Section 312333, Trenching and Backfilling.
- C. Section 321200, Asphalt Concrete Paving.
- D. Section 321600, Site Concrete

##### **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 be solely responsible for all subgrades built. Any repairs resulting from inadequate compaction is the responsibility of the contractor.

##### **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.
- J. California Plumbing Code current edition.

### **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. Existing civil, mechanical and electrical improvements are shown on respective site plans to the extent known. Should the Contractor encounter any deviation between actual conditions and those shown, he is to immediately notify the Engineer before continuing work.

#### **1.09 EXISTING SITE CONDITIONS**

- A. Contractor shall acquaint himself with all site conditions. If unknown active utilities are encountered during work, notify Engineer 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 Geotechnical Engineer is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.
- D. Provide shoring, sheeting, sheet piles and/or bracing to prevent caving, erosion or gulying of sides of excavation.
- E. 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 provide pumps and all equipment necessary to keep all excavations and the site free from water during entire progress of work, regardless of cause, source, or nature of water.
- F. Adjacent streets and sidewalks shall be kept free of mud, dirt or similar nuisances resulting from earthwork operations.
- G. 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.

- H. Trees: Carefully protect existing trees that are to remain.

### **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 014500 – Quality Control.
- 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.

### **1.13 RECORD DRAWINGS**

- A. Keep a daily record of all pipe placed in ground, verified by Project Inspector.
- B. Upon completion of this Contract, furnish one tracing showing all outside utility lines, piping, etc., installed under this Contract. Locate and dimension all work with reference to permanent landmarks.
- C. All symbols and designations used in preparing "RECORD" drawings shall match those used in Contract drawings.
- D. Properly identify all stubs for future connections, as to location and use, by setting of concrete marker at finished grade in the manner suitable to Engineer.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. Pipe: Use one of the following, unless noted on the Drawings otherwise.
1. Polyvinyl Chloride Pipe (PVC): SDR35 conforming to ASTM D3034 with elastomeric joints conforming to ASTM D3212. Sun damaged pipe will be rejected.
  2. High density polyethylene pipe (HDPE): The pipe shall be corrugated exterior/smooth interior pipe and water tight per ASTM D3212 with

water tight gasket fittings.

- B. Perforated Pipe (for subdrains): Shall be ADS N12 pipe, 3 hole, ASTM F 405, AASHTO M 252; PVC ASTM D3034 SDR-35 storm drain pipe
- C. Manhole: Shall be as shown on the drawing details.
- D. Drop Inlet: Shall be as shown on the drawing details.
- E. Curb Inlet: Shall be as shown on the drawing details.
- F. Mortar: For pipe connections to concrete drainage structures, conform to ASTM C270 type N mortar. Place within one half hour after adding water.
- G. Crushed Rock: Imported washed crushed rock. Minimum 100% passing 3/4 inch sieve.
- H. Trench drain: Polycast, Polydrain or equal and as shown on drawings.
- I. Area Drains: Shall be as shown on the drawing details.
- J. Floor Drains: Shall be as shown on the drawing details.
- K. Clean-outs: Shall be as shown on the drawing details.
- L. Planter drains: Shall be as detailed on the drawing details.
- M. Filter Fabric: Mirafi 140N.

## **PART 3 - EXECUTION**

### **3.01 INSPECTION LAYOUT AND PREPARATION**

- A. Prior to installation of the work of this Section, carefully inspect and verify by field measurements that installed work of all other trades is complete to the point where this installation may properly commence
- B. Layout all work, establish grades, locate existing underground utilities, set markers and stakes, setup and maintain barricades and protection facilities; all prior to beginning actual earthwork operations. Layout and staking shall be done by a licensed Land Surveyor or Professional Civil Engineer.
- C. Verify that specified items may be installed in accordance with the approved design.
- D. In event of discrepancy, immediately notify Owner and the Engineer. Do not proceed in discrepant areas until discrepancies have been fully resolved.

**3.02 INSTALLATION**

- A. General: Installation shall be in strict conformance with referenced standards, the manufacturer's written directions, as shown on the drawings and as herein specified.
- B. Verify invert elevations at points of connection to existing systems prior to any excavation. If invert elevations differ from that shown on drawings, notify Engineer immediately.
- C. Excavation and Bedding:
  - 1. General: Trench straight and true to line and grade with bottom smooth and free of irregularities or rock points. Trench width in accordance with pipe manufacturer's recommendations and as per the drawings. Follow manufacturer's recommendations for use of each kind and type of pipe.
  - 2. Bedding: Provide bedding as detailed on plans for the full length of the pipe. Bedding shall have a minimum thickness beneath the pipe of 4" or 1/8 the outside diameter of the pipe, which ever is greater. Provide bell holes and depressions for pipe joints only of size required to properly make joint.
  - 3. If the trenches for the site drainage fall within areas to be lime treated, the piping shall be installed prior to any lime treatment operations.
    - a. If additional piping is added to previously lime treated areas, the contractor shall backfill the trench with class 2 aggregate base and compact to 95%.
- D. Laying of Pipe:
  - 1. General: Inspect pipe prior to placing. Set aside any defective or damaged material. Do not place pipe in water nor place pipe when trenches or weather are unsuitable. Lay pipe upgrade, true to line and grade.
  - 2. Bell and Spigot Joints: Lubricate inside of bells and outside of spigots with soap solution or as recommended by manufacture. Wedge joints tight. Bell of bell and spigot pipe to be pointed upgrade.
  - 3. Pipe shall be bedded uniformly throughout its length.
  - 4. Pipe elevation shall be within 0.02 feet of design elevation as shown on plans.
  - 5. Off Site Work: All work beyond the property lines shall be done in strict conformance with the requirements of the governing agency.
- E. Backfilling:

1. General: Do not start backfill operations until required testing has been accomplished.
  2. Trenches and Excavations: Backfill with material as detailed on plans, filling both sides of the pipe at the same time, carefully tamping to hold pipe in place without movement. Refer to Section 312333 – TRENCHING AND BACKFILLING for fill above this layer.
- F. Grouting of Pipes: Grout pipes smooth and water tight at drop inlet, manholes, and curb inlets. Grout back side of hood at curb inlets all grouting shall be smooth and consistent.
- G. Off Site Work: All work beyond the property lines shall be done in strict conformance with the requirements of the local agency.
- E. Cutting and Patching: Remove and replace existing surface features per applicable specification section (i.e. asphaltic concrete or concrete paving) where pipe is installed in areas of existing improvements.

### **3.03 TOLERANCES**

- A. Storm Drain structure grates
1. In landscape and lawn areas  $\pm 0.05'$ .
  2. In sidewalk and asphalt pavement  $\pm 0.025'$ .
  3. In curb and gutter application  $\pm 0.0125'$ .
- B. Cleanout Boxes and Lids
1. In landscape areas; 0.10 higher than surrounding finish grade,  $\pm 0.05'$ .
  2. In sidewalks and asphalt pavement; Flush with surrounding finish grade,  $\pm 0.025'$ .

### **3.03 DEWATERING**

- A. Contractor to provide trench dewatering as necessary, no matter what the source is, at no additional cost to the owner.
- B. If the previously excavated material from trenching is too wet to achieve trench backfill compaction the contractor shall make a reasonable effort to aerate and dry the material per section 310000, 3.08, B

### **3.04 FLUSHING**

- A. The Contractor shall thoroughly ball and flush the storm drain system to

remove all dirt and debris. Discharge water to an approved location.

### **3.05 CLEANING**

- A. Refer to Section 017700.
- 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 the dirt, rocks, and debris from the drop inlets and storm drain manholes.

END OF SECTION