

# PROJECT MANUAL

for

## Perimeter Fencing at Leona Valley Elementary School

WESTSIDE UNION SCHOOL DISTRICT  
41914 North 50<sup>th</sup> Street West  
Quartz Hill, CA 93536

Prepared by:

**FLEWELLING & MOODY, INC.**  
1035 West Lancaster Blvd.  
Lancaster, CA 93534

**Job No. 3075**

## BID SET

February 2024



# DIRECTORY

---

OWNER

WESTSIDE UNION SCHOOL DISTRICT  
41914 North 50<sup>th</sup> Street West  
Quartz Hill, CA 93536  
661.722.0716

---

SITE

LEONA VALLEY ELEMENTARY SCHOOL  
9063 West Leona Avenue  
Leona Valley, CA 93536  
661.948.9010

---

ARCHITECT

FLEWELLING & MOODY, INC.  
1035 West Lancaster Blvd.  
Lancaster, CA 93534  
661.949.0771

---



# TABLE OF CONTENTS

000001	Project Title Page .....	1
000002	Project Directory .....	1
000003	Table of Contents .....	1

## **DIVISION 0 PROCUREMENT AND CONTRACTING REQUIREMENTS**

000101	Notice To Bidders .....	3
000102	Instructions To Bidders .....	6
000103	Bid Form .....	3
000104	Designation of Subcontractors .....	2
000105	Bid Bond.....	2
000106	Non-Collusion Declaration .....	1
000107	Agreement Between Owner and Contractor.....	6
000108	Payment Bond .....	2
000109	Performance Bond .....	2
000110	Workers' Compensation Certificate .....	1
000111	Fingerprinting Notice and Acknowledgment .....	5
000112	Escrow Agreement for Security Deposits in Lieu of Retention .....	4
000113	Drug-Free Workplace Certification .....	1
000114	Sufficient Funds Declaration.....	1
000115	General Conditions.....	37
000116	Iran Contracting Act Certification.....	1

## **DIVISION 01 GENERAL REQUIREMENTS**

011000	Summary of Work .....	4
011030	Project Procedures .....	8
011045	Cutting and Patching .....	3
011060	Regulatory Requirements.....	4
013100	Project Management and Coordination.....	9
013216	Construction Schedule .....	6
013300	Submittal Procedures.....	10
014200	References .....	13
014300	Quality Control .....	8
014529	Testing and Inspection.....	10
015000	Temporary Facilities and Control .....	9
015813	Temporary Project Signage.....	1
016020	Storage and Protection.....	2
017700	Closeout Procedures.....	6
017701	Project Closeout.....	3
017720	Project Record Documents.....	2
017740	Warranties.....	1
017823	Operation and Maintenance Manuals.....	5

**END OF TABLE OF CONTENTS**





# **NOTICE TO BIDDERS**

## *CUPCCAA Informal Bid*

Notice is hereby given that Westside Union School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for:

### **Perimeter Fencing at Leona Valley Elementary School**

as per drawings and specifications which may now be obtained in PDF formant from the Architect

Flewelling & Moody, Inc.  
1035 West Lancaster Blvd.  
Lancaster, CA 93534  
661.949.0771

The lowest bid shall be determined:

On the amount of the base bid.

The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

Time of completion for the Project shall be **thirteen (13) consecutive calendar days** from the start date established in the Owner's notice to proceed letter/notification.

Bids will be sealed and filed in the Purchasing Department of the Owner:

Westside Union School District  
41914 North 50<sup>th</sup> Street West  
Quartz Hill, CA 93536

on February 27, 2024 before 2:30pm on the clock designated by the Owner or its representative as the bid clock. Facsimile (FAX) copies of the bid will not be accepted.

**Bids will be opened on February 27, 2024 at Westside Union School District Human Resources Conference Room, 41914 North 50<sup>th</sup> Street West, Quartz Hill, CA 93536, at 2:30pm, as calculated by the clock designated by the Owner or its representative as the bid clock.**



**Mandatory pre-bid job walk will be held on February 20, 2024 at 2:30pm. Please meet at Leona Valley Elementary School's office (walkway off dirt parking lot), which is located at 9063 West Leona Avenue, Leona Valley, CA 93536. Bidders not attending the job walk will be disqualified.**

**Bidders must be approved through QualityBidders as CUPPCCAA vendors with Westside Union School District by February 23, 2024 (close of business) to bid on this project. This is a formally bid public project.**

Bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment.

Owner, or its designee, may determine that certain materials, services, products or things designated by specific brand or trade name shall not be subject to Public Contract Code section 3400(a) in order that a field test or experiment may be made to determine the product's suitability for future use and in order to match other materials, services, products or things in use on a particular Owner public improvement either completed or in the course of completion. If applicable, these specific materials, services, products or things are identified in project specifications.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, said bonds to be secured from Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by the successful bidder and to require the successful bidder to obtain bonds from surety insurers satisfactory to the Owner. The bidder will be required to furnish insurance as set forth in the Contract Documents.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, **the bidder shall have a Class B or C-13 license** and shall maintain that license in good standing through Project completion and all applicable warranty periods. Bidder shall state the California contractor license number on the Designation of Subcontractors form for all subcontractors doing more than one-half of one percent (0.5%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.



Subcontractors shall maintain their licenses in good standing through Project completion and all applicable warranty periods. Owner reserves the right to reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject any bid as non responsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.

The Owner reserves the right to waive any irregularity and to reject any or all bids.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof or any authorized postponement thereof. The Owner reserves the right to take more than sixty (60) days to make a decision regarding the rejection of bids or the award of the Contract.



## INSTRUCTIONS TO BIDDERS

SECURING DOCUMENTS: Drawings and Specifications are available at Flewelling & Moody, Inc., 1035 West Lancaster Blvd., Lancaster, CA 93534.

DEPOSIT: \$0 for PDF file

BID FORMAT: Lump Sum

### REGISTRATION:

The Owner shall not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

The bidder shall not accept any subbid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

### BIDS:

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form therefor, obtained from the Architect or Owner. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.
2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.
4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid:
  - A. The name and location of the place of business and the California contractor's 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 improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.
  - B. The portion of the Work, which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
    - 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
    - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
    - 3) Sublet or subcontract any portion of the Work in excess of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.
7. All bids must be accompanied by a completed Noncollusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment.



8. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.
  
9. THIS CONTRACT IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.

#### WITHDRAWAL OF BIDS:

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

#### OPENING OF BIDS:

Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

#### EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect or Owner; and 3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

#### FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

#### ADDENDA OR BULLETINS:

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

#### EVIDENCE OF RESPONSIBILITY:

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

#### AWARD OF CONTRACT:

Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

#### EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required Contract bonds, insurance certificates, additional insured endorsement, declarations page, a Public Contract Code section 3006(a) Roof Project Certification, if required, and Independent Contractor Student Contact Form, within ten (10) days after the mailing, faxing or delivering of the Notice of Award of Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Project involves repair of 25% or less of the roof, or costs \$21,000 or less.

## CONTRACT BONDS:

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any work on the Project. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

Performance Bond in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

Payment Bond (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

## SUBSTITUTION OF MATERIALS:

The Contractor must ensure that the proposed substitutions by the Contractor or its subcontractors are submitted to the Architect's office a minimum of fourteen (14) calendar days prior to the Bid Opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum will be issued seven (7) calendar days prior to Bid Opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Submittals shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected. No substitutions shall be allowed for the Siplast "Street Bond" pavement coatings, nor for the artificial turf "Fescue Xtreme" (ELFX), as manufactured by Challenger Industries.

## PAYMENTS:

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

## TAXES:

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

## EARLY TERMINATION:

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

## TIME OF COMPLETION AND LIQUIDATED DAMAGES:

Time of completion for the Project shall be thirteen (13) consecutive calendar days from the start date established in the Owner's notice to proceed letter/notification. Work hours being from 7:00am until dark.

Liquidated damages will accrue and may be assessed as provided in the Contract Documents. Should said Work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the Owner \$2,500.00 per calendar day for each and every day's delay beyond the time specified for completion of Milestone No. 1 as and for liquidated damages, during or as a result of each calendar day by which completion of the Project is delayed beyond the completion date, Milestone No. 2, the Contractor will pay the Owner \$1,500.00 per calendar day for each and every day's delay beyond the time specified for completion as and for liquidated damages; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Should such money not be sufficient, the Owner shall have the right to recover the balance from the Contractor or its sureties.

W-9 form shall be submitted by successful bidder at the same time as contract forms are submitted.



**BID FORM**

\_\_\_\_\_, California  
\_\_\_\_\_

(ENTER SPECIFIC ADDRESS & ROOM LOCATION)  
\_\_\_\_\_, CALIFORNIA \_\_\_\_\_

Dear Board Members:

The undersigned doing business under the firm name of:

\_\_\_\_\_ hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

**Perimeter Fencing at Leona Valley Elementary School**

prepared by:

Flewelling & Moody, Inc.  
1035 West Lancaster Blvd.  
Lancaster, CA 93534  
661.949.0771

*(SPECIFIC BID INFORMATION WILL NEED TO BE ENTERED IN THIS SPACE IDENTIFYING BASE BID AND ADDITIVE AND/OR DEDUCTIVE ALTERNATES, IF ANY)*

*(AFTER SPECIFIC BID INFORMATION IS IDENTIFIED, LEAVE SPACE FOR DOLLAR AMOUNT OF BASE BID AND EACH ADDITIVE AND/OR ALTERNATE BID, IF ANY)*

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

For projects not solely funded through revenue bonds, if Owner desires earthquake insurance for earthquakes over 3.5 on the Richter Scale and/or tidal wave insurance add the following as appropriate:

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

\_\_\_\_\_  
\_\_\_\_\_

Our Public Liability and Property Damage Insurance is placed with:

\_\_\_\_\_  
\_\_\_\_\_

Our Workers' Compensation Insurance is placed with:

\_\_\_\_\_  
\_\_\_\_\_

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name : \_\_\_\_\_

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

Name of Company as Licensed: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

California Contractor License No.: \_\_\_\_\_

Class and Expiration Date: \_\_\_\_\_

State of Incorporation, if Applicable: \_\_\_\_\_

( ) Evidence of authority to bind corporation is attached.

Dated: \_\_\_\_\_, \_\_\_\_\_

Signed: \_\_\_\_\_





## DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For any bid proposal submitted and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

**NOTE:** *Reproduce page two of this section for additional listings needed beyond the length of this form.*



## BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Westside Union School District "Owner" in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of \_\_\_\_\_ in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, 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 said Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Business Address)

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

The rate or premium of this bond is \_\_\_\_\_ per thousand, the total amount of premium charged, \$\_\_\_\_\_.

(The above must be filled in by Corporate Surety).

# NON-COLLUSION DECLARATION

***TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID***

Owner: Westside Union School District

Project: Perimeter Fencing at Leona Valley Elementary School

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a 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 \_\_\_\_\_, 2023, at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Signature

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



# AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement between Owner and Contractor (the "Agreement") effective \_\_\_\_\_, between Westside Union School District (the "Owner") and \_\_\_\_\_ (the "Contractor"), each a "Party" and together, the "Parties" to this Agreement.

The Contractor and the Owner agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

## Perimeter Fencing at Leona Valley Elementary School

all in strict compliance with the plans, drawings and specifications therefore prepared by:

Flewelling & Moody, Inc.  
1035 West Lancaster Blvd.  
Lancaster, CA 93534  
661.949.0771

and other contract documents relating thereto.

2. **CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents, which form the Contract.
3. **TIME TO COMPLETE AND LIQUIDATED DAMAGES.** Time is of the essence in this contract.

Time of completion for the Project shall be **thirteen (13) consecutive calendar days** from the start date established in the Owner's notice to proceed letter/notification.

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth above shall be the amount of damages, which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: **five hundred dollars (\$500.00)** for each calendar day by which completion of the Project scope is delayed beyond the stipulated completion date as adjusted by change orders.



If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

4. **PAYMENT.** The Owner agrees to pay the Contractor in current funds \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.
5. **CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.
6. **TERMINATION.** The Owner and Contractor may terminate the Contract as provided in the General Conditions.
7. **PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated 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 stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor and Subcontractor shall comply with Labor Code section 1776.

The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

- 8. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

9. **APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.
10. **DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

11. **INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000.00 per accident for bodily injury and property damage combined single limit.

12. **ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856.
13. **EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.
14. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
15. **BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.
16. **SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Los Angeles, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.
17. **AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.
18. **ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.
19. **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.



**PAYMENT BOND**  
**(Labor and Material)**

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, Westside Union School District (the "Owner" of the public works project described below) and \_\_\_\_\_, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

**Perimeter Fencing at Leona Valley Elementary School**

Which said agreement dated \_\_\_\_\_, \_\_\_\_\_, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned \_\_\_\_\_ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) which sum well and truly 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 said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees 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 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 effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said 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, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(To be signed by \_\_\_\_\_ )  
(Principal and Surety, \_\_\_\_\_ )  
(and acknowledged and \_\_\_\_\_ )  
(Notarial Seal attached \_\_\_\_\_ )

\_\_\_\_\_  
Principal

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_  
\_\_\_\_\_ as Principal and  
\_\_\_\_\_ as Surety, are held and firmly  
bound unto \_\_\_\_\_, in the County of Los Angeles, State of California, hereinafter  
called the "Owner", in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly made, we bind  
ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the  
Owner for the full performance of a certain contract with the Owner, the terms of which are  
incorporated herein by reference, dated \_\_\_\_\_, for construction of:

**Perimeter Fencing at Leona Valley Elementary School**

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said 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, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

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

\_\_\_\_\_  
(print name)

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged is \_\_\_\_\_.

The above must be filled in by Corporate Surety.

## WORKERS' COMPENSATION CERTIFICATE

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 in one or more insurers duly authorized to write compensation insurance in this state.
  
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate 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 or her employees, ..."

I am aware of the provisions of the Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)



# FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

(Education Code Section 45125.2(a))

*This document must be executed and submitted with the bid.*

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:
  - a. Install a physical barrier at the worksite to limit contact with pupils.
  - b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)
  - c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

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

## ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person;



(26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**INDEPENDENT CONTRACTOR STUDENT CONTACT FORM**

Contractor Name: \_\_\_\_\_  
Supervisor/Foreman Name: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Location of Work: \_\_\_\_\_  
Hours of Work: \_\_\_\_\_  
Length of Time on Grounds: \_\_\_\_\_  
Number of Employees on the Job: \_\_\_\_\_

Yes    No  
    Employees will have more than limited contact with students as determined by Owner, or if by Contractor, please explain:

\_\_\_\_\_  
\_\_\_\_\_

If yes, the following steps will be taken to ensure student safety (check):

- A physical barrier will be installed at the worksite to limit contact with pupils.
- Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:  
\_\_\_\_\_

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:  
\_\_\_\_\_

Name of employee who is the custodian of the Department of Justice verification information:  
\_\_\_\_\_

- Owner agrees: Employees will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: \_\_\_\_\_  
Signature \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.*



*This is a fiduciary account created by statute, Public Contract Code section 22300. The funds deposited in this account shall not be released to Contractor or any other person or entity, other than Owner, including pursuant to any purported lien or writ of attachment or execution, without the prior written, express approval of Owner.*

## **ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the \_\_\_\_\_ Owner, whose address is \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "Owner"), \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "Contractor"); and  
\_\_\_\_\_, a state or federally chartered bank in California whose  
address is \_\_\_\_\_ (hereinafter  
called "Escrow Agent").

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

- I. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the Contract entered into between the Owner and Contractor in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and dated \_\_\_\_\_, \_\_\_\_\_, (the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the Owner within ten (10) calendar days of the deposit. The market value of the securities at the time of the substitution, as valued by the Owner, shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. If the Owner determines that the securities are not adequate it will notify Contractor and Escrow Agent, and Contractor shall deposit additional security as further determined by the Owner. Securities shall be held in the name of the Owner and shall designate the Contractor as the beneficial owner.
  
2. Thereafter, Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. Pursuant to Public Contract Code section 22300, as an alternative to the procedures set forth above, Contractor may request in writing that the Owner pay retention amounts directly to Escrow Agent. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for benefit of the Contractor until such time as the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. The Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have the right to draw upon the securities or any amount paid directly to Escrow Agent in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash, including any amounts paid directly to Escrow Agent pursuant to Section 3 above, as instructed by Owner. Escrow Agent shall not be concerned with the validity of any notice of default given by Owner pursuant to this paragraph, and shall promptly comply with Owner's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand and hereby waives any present or future opportunity of interpleader.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and Contractor pursuant to Sections (4), (5), (6), (7) and (8) of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner, the Contractor and the Escrow Agent in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF OWNER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

ON BEHALF OF CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

ON BEHALF OF ESCROW AGENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

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

OWNER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

ESCROW AGENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typewritten Name

\_\_\_\_\_  
Title

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



## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

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

- (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 by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will 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 or grant 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 Owner 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 or grant awarded herein is subject to suspension of payments, termination, 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 Section 8350 *et seq.*

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



## Sufficient Funds Declaration

*(Labor Code section 2810)*

*To Be Executed by Bidder and Submitted with Bid*

Owner: Westside Union School District

Project: Perimeter Fencing at Leona Valley Elementary School

I, \_\_\_\_\_, declare that I am the  
\_\_\_\_\_ of \_\_\_\_\_,  
the entity making and submitting the bid for the above Project that accompanies this  
Declaration, and that such bid includes sufficient funds to permit \_\_\_\_\_  
[insert name of entity] to comply with all local, state or federal labor laws or regulations  
during the Project, including payment of prevailing wage, and that  
\_\_\_\_\_ [the entity] will comply with the provisions of  
Labor Code section 2810(d) if awarded the Contract.

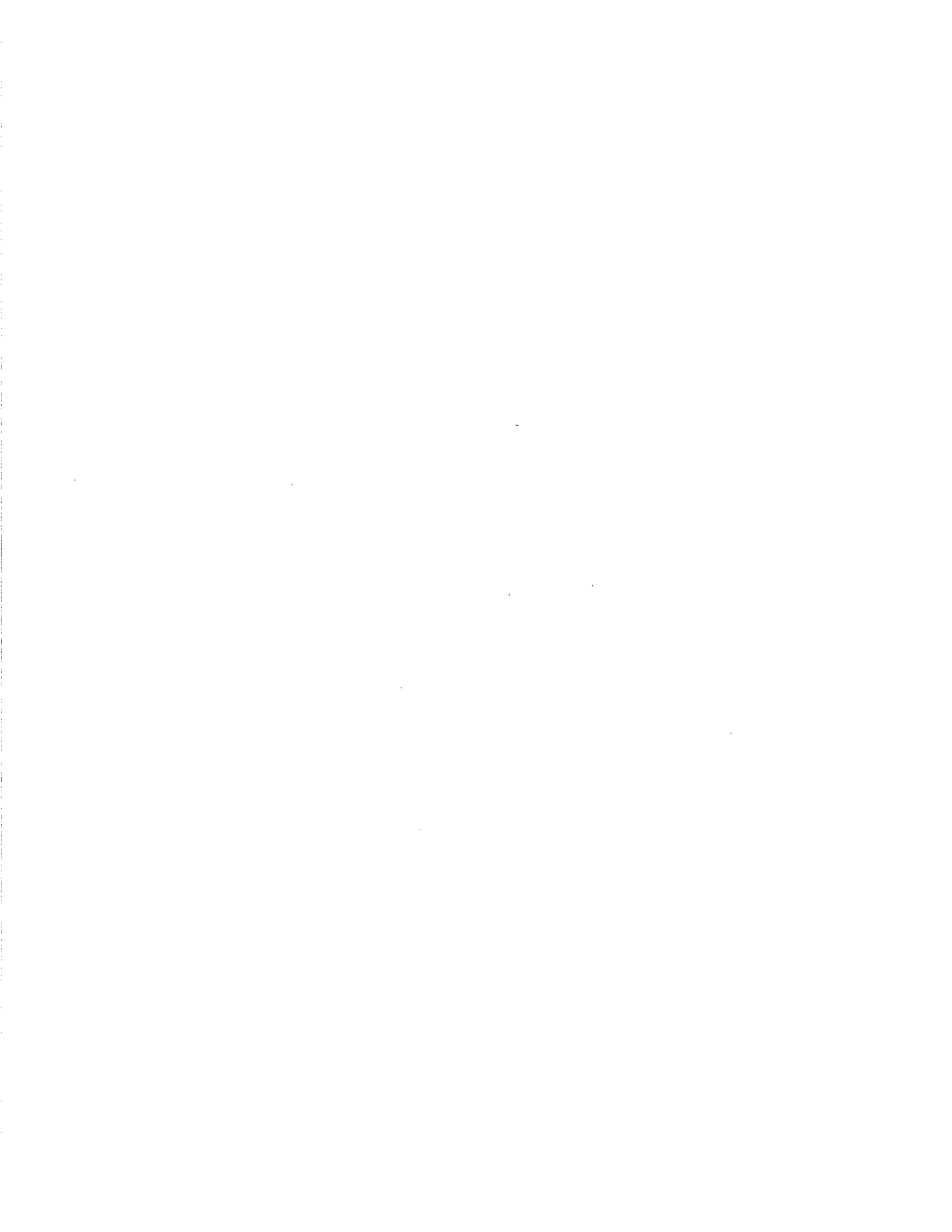
I declare under penalty of perjury under the laws of the State of California that  
the foregoing is true and correct and executed on \_\_\_\_\_  
at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

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

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

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

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



# **GENERAL CONDITIONS**

for

**Perimeter Fencing at Leona Valley Elementary School**

**Westside Union School District**

**SUMMARY OF CONTENTS**

ARTICLE 1: GENERAL CONDITIONS .....

ARTICLE 2: OWNER.....

ARTICLE 3: THE CONTRACTOR .....

ARTICLE 4: ADMINISTRATION OF THE CONTRACT.....

ARTICLE 5: SUBCONTRACTORS.....

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS .....

ARTICLE 7: CHANGES IN THE WORK .....

ARTICLE 8: TIME.....

ARTICLE 9: PAYMENTS AND COMPLETION .....

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY .....

ARTICLE 11: INSURANCE AND BONDS.....

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK .....

ARTICLE 13: MISCELLANEOUS PROVISIONS .....

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT .....

**ARTICLE 1  
GENERAL CONDITIONS**

**1.1 BASIC DEFINITIONS**

- 1.1.1 The Contract Documents.** The "Contract Documents" consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, Instructions to Bidders, Notice to Bidders, the Bid Form, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Non-collusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810) and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.
- 1.1.2 The Contract.** The Contract Documents form the Contract. The "Contract" represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.
- 1.1.3 The Work.** The "Work" shall include all labor, materials, services, manuals, training, as-builts, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including, but not limited to, punch list items. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.
- 1.1.4 The Project.** The "Project" is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the Owner or by separate contractors.
- 1.1.5 The Drawings.** The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

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

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

**1.1.8 OR.** "Or" shall include "and/or."

**1.1.9 COMPLETION.** Statutory definitions of "completion" and "complete" shall apply for those statutory purposes. For accrual of liquidated damages, Claim and warranty purposes, "completion" and "complete" mean the point in the Project where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial or any other form of partial or non-compliant performance of the Work shall not constitute "completion" or "complete" under the Contract Documents.

**1.2 EXECUTION, CORRELATION AND INTENT** - The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

**1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS** - The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set.



## ARTICLE 2 OWNER

- 2.1 DEFINITION** - The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representatives, including, but not limited to, architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.
- 2.2 EXISTING UTILITY LINES; SITE SURVEY; CONTRACTOR RELIANCE** – Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work. When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

Any test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor or any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

The Contractor may rely upon the accuracy of any utility services or site survey information that the District may provide, except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Project, and prior experience with similar projects, unless specifically stated in writing that the Contractor may rely upon the designated information.

- 2.3 OWNER'S RIGHT TO STOP THE WORK** - If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents as required by paragraph 12.2, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, after providing Notice pursuant to paragraph 2.4, may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies.
- 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK** - If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, the Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract. Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

### **ARTICLE 3 THE CONTRACTOR**

- 3.1 DEFINITION** - The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representatives. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor. The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

## **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.2.1 Contractor.** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

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

**3.2.3 Obligations not Changed by Architect's Actions.** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to, any construction manager, the Architect or Inspector of Record, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

**3.2.4 Contractor Responsibility for Readiness for Work.** The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

**3.3 SUPERINTENDENT** - The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents. Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

- 3.4 LABOR AND MATERIALS** - Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
- 3.5 WARRANTY** - For the period of one (1) year after completion of the Work, the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents, per Section 12.2.
- 3.6 TAXES** - Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.
- 3.7 PERMITS, FEES AND NOTICES** - The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.4.1, unless a different mileage range is specified in the Contract Documents.
- 3.8 ALLOWANCES** - The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

**3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES** - The Contractor, promptly after executing the Contract, shall prepare and submit for the Owner's and any construction manager's information the construction schedule for the Work, which shall conform to the Contract Documents requirements. The schedule shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required by the Contract Documents (including these General Conditions and Division 1 of the Specifications) and the standards of the industry. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. In connection with the DSA Construction Oversight Process, which includes inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures. Failure of the Contractor to provide proper schedules as required by this paragraph may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

**3.10 DOCUMENTS AND SAMPLES AT THE SITE** - The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals.

**3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

**3.11.1 Shop Drawings.** The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

**3.11.2 Samples.** The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality. All Work shall be in accordance with the approved samples.

**3.11.3 Contractor's Responsibility.** Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in Division 1 of the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings, product data and samples in accordance with the Contract Documents. Any submission, which in Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed by the Architect for resubmission by the Contractor. Contractor shall not commence any portion of the Work requiring a shop drawing or sample submission until the Architect has approved the submission.

**3.11.4 Extent of Review.** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless the Architect has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

**3.11.5 Substitution.** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words "or equal." The Owner may consider an untimely substitution request if the product specified is no longer commercially available.

**3.12 CLEANING UP** - The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a safe, neat and orderly condition. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.

**3.13 ACCESS TO WORK** - The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

**3.14 ROYALTIES AND PATENTS** - The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them from loss on account thereof, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, and shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents, unless Contractor has reason to believe it is an infringement of a patent and does not inform Architect.

**3.15 INDEMNIFICATION**

**3.15.1 Scope: Contractor.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, the construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

### **3.15.2 Scope: Subcontractors.**

**3.15.2.1 Indemnity.** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

**3.15.2.2 Joint and Several Liability.** In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.



**3.15.3 No Limitation.** The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

**3.16 NOTICE OF EXCUSE FOR NONPERFORMANCE** - If Contractor believes that acts or omissions of Owner (including, but not limited to, Owner-caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under these General Conditions, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Project management and the mitigation of Project costs and delays.

#### **ARTICLE 4 ADMINISTRATION OF THE CONTRACT**

**4.1 ARCHITECT** - The term "Architect" means the Architect or the Architect's authorized representative, shall also refer to all consultants under the Architect's direction and control, and is referred to as if singular in number. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement.

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

**4.2.1 Status.** The Architect may provide administration of the Contract as described in the Contract Documents and may be one of several Owners' representatives during construction.

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

**4.2.3 Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

**4.2.4 Rejection of Work.** In addition to the rights, duties, and obligations of the Inspector of Record under this Article, the Architect may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents.

**4.3 INSPECTOR OF RECORD** - One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24. All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications. The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any Work which poses a probable risk of harm to persons or property.

**4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES** - If at any time prior to the completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention.

**4.5 CLAIMS**

**4.5.1 General.** A "Claim" is a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency. A Claim includes any dispute Contractor may have with the Owner, including one regarding an alleged breach of contract by the Owner. The responsibility to substantiate Claims shall rest with the Contractor.

Claims, including those alleging an error or omission by the Architect, shall be submitted to the Architect and Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.16, above. A timely decision by the Owner shall be provided. Claims must be made by written notice prior to the final progress payment. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered. The failure of the Contractor to make a Claim within the specified time shall constitute an express waiver of any right to assert such Claim, whether affirmatively or defensively. Despite submission or rejection of a Claim, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall control.

The Contractor shall certify, at the time of submission of a Claim, as follows:

I, \_\_\_\_\_, being the \_\_\_\_\_ (Must be an officer) of \_\_\_\_\_ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached Claim for additional cost and/or extension of time, and know its contents, and said Claim is made in good faith; the supporting data is truthful, accurate and complete; that the amount requested accurately reflects the adjustment for which the Contractor believes the Owner is liable; and further, that I am familiar with California Penal Code section 72 pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

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

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents, that Owner, or Owner's representatives, may reject the Claim on that basis and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum. A condition precedent will not have been satisfied.

## **4.5.2 Claims for Concealed or Unknown Conditions**

### **4.5.2.1 Trenches or Excavations Less Than Four Feet below the Surface.**

If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Claims.

### **4.5.2.2 Trenches or Excavations Greater Than Four Feet below the Surface.**

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.2.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- (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.

4.5.2.2.2 The public entity 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 or, performance of any part of the work shall issue a change order under the procedures described in the Contract.

4.5.2.2.3 In the event that a dispute arises between the public entity 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 which pertain to the resolution of disputes and protests between the contracting parties.

**4.6 CLAIMS OF \$375,000 OR LESS** - Notwithstanding any other provision herein, claims of \$375,000 or less shall be handled pursuant to the procedures set forth in Public Contract Code sections 20104.2, including claim, response, informal meet and confer conference, non-binding mediation if a claim of over \$100,000 remains in dispute after the meet and confer conference, and Government Code claim. As a precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 et seq. after completion of the contractual claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential.

**4.7 CLAIMS IN EXCESS OF \$375,000** - Claims over \$375,000 shall be handled by Contractor and Owner pursuant to Section 4.6, above, except as follows: (a) Procedures in Public Contract Code section 20104.2(b) shall not be applicable; (b) Owner shall respond in writing to all written Claims within 90 days of receipt of the Claim, or may request, in writing, within 45 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor; (c) Owner shall respond within 45 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater; and (d) following any meet and confer conference pursuant to Public Contract Code section 20104.2(d), if the Claim or any portion of it remains in dispute and Contractor wishes to pursue it, Contractor must demand in writing within fifteen (15) days that the parties mediate, and such requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim, as specifically required in Section 4.6 above. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend mediation as soon as reasonably possible.

## ARTICLE 5 SUBCONTRACTORS

### 5.1 DEFINITIONS

**5.1.1 Subcontractor.** A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

**5.1.2 Sub-Subcontractor.** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

**5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK** - Subcontractors shall be listed by Contractor pursuant to Public Contract Code section 4104. Subcontractor substitution shall be handled in accordance with Public Contract Code sections 4107 and 4107.5. Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or the granting of any extension of time for the completion of the Project.

**5.3 SUBCONTRACTUAL RELATIONS** - By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner.

**5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS** - Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

**ARTICLE 6  
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**6.1.1 Owner's Rights.** The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these, including those portions related to insurance. Upon the election to perform work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to the Contract Documents.

**6.1.2 Contractor's Duties.** The Contractor shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the Owner until subsequently revised.

**6.1.3 Owner Obligations.** Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions.

**6.2 MUTUAL RESPONSIBILITY**

**6.2.1 Delivery and Storage.** The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

**6.2.2 Notice by Contractor.** If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**ARTICLE 7  
CHANGES IN THE WORK**

**7.1 CHANGES**

**7.1.1 No Changes without Authorization.** The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper completion or construction of the Work contemplated, and the Owner reserves the right to require Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Owner for a minor change in the Work as herein provided. Owner 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 same shall have been authorized by and the cost thereof approved in writing by Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

**7.1.2 Architect Authority.** The Owner will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

**7.2 CHANGE ORDERS ("CO")** - A CO is a written instrument prepared by the Architect and signed by the Owner, the Contractor, the Architect, and the DSA, stating their agreement upon all of the following: (A) A change in the Work; (B) the amount of the adjustment in the Contract Sum, if any; and (C) the extent of the adjustment in the Contract Time, if any.

**7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD")** - A CCD is a written unilateral order prepared by the Architect and signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the notice, COR and claim procedures if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.



**7.4 REQUEST FOR INFORMATION ("RFI")** - An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions. The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents. The Owner and Contractor agree that an adequate time period for the Architect to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

**7.5 REQUEST FOR PROPOSAL ("RFP")** - An RFP is a written request prepared by the Architect asking the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Sum and the Contract Time. An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

**7.6 CHANGE ORDER REQUEST ("COR")** - A COR is a written request prepared by the Contractor asking the Owner and the Architect to incorporate a proposed change called for in an RFP or a notice of claim into a CO. A COR shall include breakdowns to validate any change in Contract Sum due to proposed change or claim. A COR shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in section 3.9 and Division 1 of the Specifications.

**7.7 COST OF CHANGE ORDERS**

**7.7.1 Scope.** Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Sum or the Contract Time, the Contractor shall provide to the Owner and the Architect in writing an estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written CCD.

- 7.7.2 Determination of Cost.** The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation: (A) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (B) unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor; (C) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or (D) by cost of material and labor and percentage of overhead and profit. Contractor and Subcontractors may mark up their own work by 15% for overhead, bond and insurance premiums, and profit. Contractor may mark up a Subcontractor's total costs by 5%.
- 7.7.3 Accounting Records.** With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.
- 7.7.4 Notice Required.** If the Contractor desires an increase in the Contract Sum, or any extension in the Contract Time for completion, it shall give the Owner and the Architect written notice of the potential change within five (5) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Sum and/or the Contract Time. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with paragraph 10.4 hereof. No notice shall be considered unless made in accordance with this Subparagraph; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Contract Time, and/or the increase in the Contract Sum. Contractor shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Sum or extension of the Contract Time resulting from such claim shall be authorized by a CO.

## **ARTICLE 8 TIME**

### **8.1 DEFINITIONS**

- 8.1.1 Contract Time.** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.
- 8.1.2 Notice to Proceed.** The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

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

## **8.2 HOURS OF WORK**

**8.2.1 Sufficient Force.** Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

**8.2.2 Performance during Working Hours.** Work shall be performed during regular working hours 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 Owner.

**8.2.3 Labor Code Application.** As provided in Article 3 (commencing at § 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 the 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, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the 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 calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8.3 PROGRESS AND COMPLETION** - Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Contractor shall proceed expeditiously with adequate forces, labor, materials, equipment and management, and shall achieve Completion within the Contract Time.

## **8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES**

**8.4.1 Excusable Delay.** The Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of the Work due to acts of God, acts of public enemy, acts of Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, or delays of subcontractors due to such causes.

**8.4.2 Notice by Contractor Required.** The Contractor shall within ten (10) calendar days of beginning of any such delay (unless Owner grants in writing a further period of time to file such notice prior to the date of final payment under the Contract) notify the Owner in writing of causes of delay. Owner will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. The Owner's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under paragraph 8.4.1 shall be an extension of the Contract Time at no cost to the Owner.

**8.4.3 Conditions for Extension of Time.** If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, the Architect, an employee of either, or of a separate contractor employed by the Owner, by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, or unavoidable casualties, by delay authorized by the Owner pending arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**8.4.4 Early Completion.** Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in the Contract Documents.

**8.4.5 Liquidated Damages.** Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages, as described in the Agreement. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of this agreement.

**8.5 GOVERNMENT APPROVALS** - Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

**ARTICLE 9  
PAYMENTS AND COMPLETION**

- 9.1 CONTRACT SUM** - The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- 9.2 COST BREAKDOWN** - On forms approved by the Owner within ten (10) days of the execution of the Agreement, the Contractor shall furnish a schedule of values and a list of all subcontractors and suppliers. The Owner shall review all submissions received in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.
- 9.3 APPLICATIONS FOR PAYMENT** - On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. As 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 Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Owner specifically approves the payment in writing. The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner no later than the time of payment.
- 9.4 REVIEW OF PROGRESS PAYMENT** - The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either accept such payment or notify the Contractor in writing of the Owner's reasons for withholding acceptance in whole or in part. The review of the Contractor's Application for Payment by the Owner is based on the Owner's observations at the Site and the data comprising the Application for Payment whether the Work has progressed to the point indicated and whether, to the best of the Owner's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.
- 9.5 DECISIONS TO WITHHOLD PAYMENT** - The Owner may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect the Owner. In addition, the Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents or based on stop payment notices.
- 9.6 PROGRESS PAYMENTS** - Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. Owner shall retain five percent (5%) of any approved progress payment, except it may retain more if it makes special findings pursuant to Public Contract Code section 7201.

- 9.7 COMPLETION OF THE WORK** - Upon receipt of the Contractor's request for final inspection, the Owner will make an inspection to determine whether the Work, or designated portion thereof, is complete. If the Owner's inspection discloses any item which is not completed in accordance with the requirements of the Contract Documents, the Contractor shall, before Owner's issuance of the Notice of Completion, diligently complete or correct such item.
- 9.8 PARTIAL OCCUPANCY OR USE** - Owner may occupy or use any completed or partially completed portion of the Work at any stage without accepting that work and without waiving rights to claim damages as to that work. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.
- 9.9 ACCEPTANCE, NOTICE OF COMPLETION, AND FINAL PAYMENT** - If the Owner's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to the Owner its final application for progress payment. After the Owner's representatives find the Work fully performed, the Owner's governing body should accept the Work as fully complete. After completion, the Owner may record a Notice of Completion with the County Recorder in accordance with Civil Code section 8182. Contractor shall, upon receipt of final progress payment from Owner, pay the amounts due Subcontractors. Owner shall pay the retainage pursuant to Public Contract Code section 7107. Any application for final progress payment shall be accompanied by the same details required for monthly progress payments. Acceptance of final progress payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.
- 9.10 SUBSTITUTION OF SECURITIES** - In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Any escrow agreement used shall be substantially similar to the form set forth in Public Contract Code section 22300.

**ARTICLE 10  
PROTECTION OF PERSONS AND PROPERTY**

- 10.1 SAFETY PRECAUTIONS AND PROGRAMS** - The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Subcontractors shall promptly report in writing and by phone to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.
- 10.2 SAFETY OF PERSONS AND PROPERTY** - The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (A) Employees on the Work and other persons who may be affected thereby; (B) the Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (C) other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent Sites and utilities.

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.15 of these General Conditions, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

**10.3 PROTECTION OF WORK AND PROPERTY** - The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until formal acceptance of the Work or completion of the Work if there is no formal acceptance of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

**10.4 EMERGENCIES** - In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

**10.5 HAZARDOUS MATERIALS** - In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether or not such material was generated by the Contractor or the Owner.



**ARTICLE 11  
INSURANCE AND BONDS**

**11.1. CONTRACTOR'S LIABILITY INSURANCE**

**11.1.1 Liability Insurance Requirements.** By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement, as will protect the Contractor from claims, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance in like amounts.

Owner may partially or fully occupy and/or use the Project before acceptance of the entire Project by the Owner. All of contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

**11.1.2 Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds.

**11.1.3 Workers' Compensation Insurance.** During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract.

**11.1.4 Builder's Risk / "All Risk" Insurance.** Unless provided by the Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

**11.1.5 Fire Insurance.** Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

**11.1.6 Other Insurance.** The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld.

**11.1.7 Proof of Carriage of Insurance.** The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval, and such approval shall not be unreasonably withheld.

**11.1.8 Compliance.** In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract.

- 11.2 PERFORMANCE AND PAYMENT BONDS** - Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

- 12.1 UNCOVERING OF WORK** - If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Contractor must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Contract Sum or Time.
- 12.2 CORRECTION OF WORK; WARRANTY** - The Contractor shall promptly correct the Work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, 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 Owner's expenses and costs incurred.

If, within one (1) year after completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2 shall survive acceptance of the Work under the Contract and termination of the Contract.

The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with paragraph 2.4. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming Work. Nothing in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

- 13.1 GOVERNING LAW** - The Contract shall be governed by the law of the place where the Project is located.
- 13.2 SUCCESSORS AND ASSIGNS** - Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract.
- 13.3 RIGHTS AND REMEDIES; NO WAIVER** - Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the Inspector of Record, the Owner, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.
- 13.4 TESTS AND INSPECTIONS** - Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.
- 13.4.1 Independent Testing Laboratory.** The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

- 13.4.2 Advance Notice to Inspector of Record.** The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.
- 13.4.3 Testing Off-Site.** Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.
- 13.4.4 Additional Testing or Inspection.** If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.4, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.4.5.
- 13.4.5 Costs for Retesting.** If such procedures for testing, inspection, or approval under sections 13.4, 13.4.1, 13.4.2 and 13.4.4 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.
- 13.4.6 Costs for Premature Test.** In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.
- 13.4.7 Tests or Inspections not to Delay Work.** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

- 13.5 TRENCH EXCAVATION** - Pursuant to Labor Code section 6705, if the Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. 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 Owner or by the person to whom authority to accept has been delegated by the Owner. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.
- 13.6 DEBARMENT** - Pursuant to Public Contract Code section 6109, no contractor or subcontractor may perform work on a public works project if ineligible to perform work on the project pursuant to section 1777.1 of the Labor Code.
- 13.7 ASSIGNMENT OF ANTITRUST CLAIMS** - Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final progress payment to the Contractor, without further acknowledgment by the parties.
- 13.8 AUDIT** - Contractor's Contract books, records and files shall be subject to audit and examination under Government Code section 8546.7 and any amendments thereto.
- 13.9 STORM WATER DISCHARGE PERMIT** - If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ) prior to the start of any construction activity.

**ARTICLE 14**  
**TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE** - Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

**14.2 TERMINATION BY THE OWNER FOR CAUSE**

**14.2.1 Grounds for Termination.** The Owner may terminate the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the work toward completion within the Contract Time;
- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

**14.2.2 Notification of Termination.** When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to either (a) completely cure the grounds for termination within seven (7) days or (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor's surety on the performance bond ("Surety"):

- A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. Accept assignment of subcontracts pursuant to section 5.4; and
- C. Complete the Work by whatever reasonable method the Owner may deem expedient.

**14.2.3 Payments Withheld.** If the Owner terminates the Contract for one of the reasons stated in section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete.

**14.2.4 Payments upon Completion.** If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

**14.2.5 Inclusion of Termination for Convenience.** Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

### **14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE**

**14.3.1 Suspension by Owner.** The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**14.3.1.1 Adjustments.** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:



- A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
- B. That an equitable adjustment is made or denied under another provision of this Contract.

**14.3.1.2 Adjustments for Fixed Cost.** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**14.3.2 Termination by the Owner for Convenience.**

**14.3.2.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**14.3.2.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**14.3.2.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

**14.4 NOT A WAIVER** - Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

**14.5 MUTUAL TERMINATION FOR CONVENIENCE** - The Contractor and the Owner may mutually agree in writing to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

**14.6 EARLY TERMINATION** - Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.



**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2202-2208)**  
**(To be Executed by Bidder and Submitted With Bid)**

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder 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. (PCC §2204(a).)

<i>Bidder 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>	<i>Executed in</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder 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>

J:\wdocs\90005\004\agt\00354433.RTF



SECTION 011000  
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work under separate contracts.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.

B. Related Section:

1. Division 015000 Section "Temporary Facilities & Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Leona Valley Elementary School

1. Project Location: 9063 West Leona Avenue, Leona Valley, CA 93536.

B. Owner: Westside Union School District

1. Owner's Representative: Wayne Trussell, Construction Manager.

C. Architect: Flewelling & Moody.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of the following:

1. Provide all labor and material as required to provide for the complete scope of work indicated in the construction document which includes, but shall not be limited to, the following:
  - a. Provide 6'-0" high chain link fencing, posts, post caps, foundations, gates and all associated hardware.
  - b. Provide all incidental clearing, grubbing and grading necessary to facilitate the installation of the fencing. Haul away all associated debris.

B. Type of Contract.

1. Project will be constructed under a single prime general contract.

1.4 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will not occupy the premises during entire construction period. Adjacent site is elementary school and residential area. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

2. Provide not less than 72-hour notice to Owner of activities that will affect Owner's operations.

- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
  2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
  3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
  4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

#### 1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours as regulated by the County of Los Angeles.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.

## 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



SECTION 011030  
PROJECT PROCEDURES

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Work included: This section establishes special project procedures regarding
  - 1. Documents and bid procedures;
  - 2. Protection of existing facilities;
  - 3. Limits of work and storage areas;
  - 4. Construction controls;
  - 5. Coordination;

1.2 QUALITY ASSURANCE

- A. Perform all work in strict accordance with pertinent requirements of these Specifications and, in the event no such requirements are determined, in conformance with the Architect's written direction.

1.3 SUBMITTALS

- A. None required.

PART 2 – PRODUCTS

2.1 GENERAL

- A. It is the intent of these Specifications and other Contract Documents to provide a complete workable design in all parts; any equipment shown or specified shall be furnished and installed with all accessories, controls, power, and full connections as may be necessary to assure safe and proper installation and operation.

2.2 PRECEDENCE

- A. The Contract and each of the Contract Documents are complementary and they shall be interpreted so that what is called for in any one shall be as binding as if called for in all.

- B. If there is a conflict between these Technical Specifications and any remaining portion of the bid, the provisions requiring the most expensive or elaborate method of work, materials, or equipment shall control. Items in direct conflict, discovered during the bid, should be brought to the attention of the Architect, for clarification, by written Addenda. If clarification and/or Addenda is unable to be issued, the bidders shall bid the more expensive of the conflicting items/conditions; this provision shall govern the entire scope of this contract. Following Award of Bid, should the District elect to utilize the cheaper or less elaborate condition, a credit change Order shall be issued. Refer to related information in the General and Special Conditions. Contractor shall secure written permission from Architect before proceeding with work affected by omission or discrepancies in the Contract.
- C. Separate sections of this Specification are arranged only for convenience of Contractor, and nothing stated herein should be misconstrued as suggesting jurisdiction over items of work by any different building trades.

### PART 3 – EXECUTION

#### 3.1 CARE OF PRESENT BUILDINGS AND GROUNDS

- A. Contractor shall be held responsible, so far as his operations are concerned, for the care and preservation of the adjacent premises, utilities, walks, streets and co-terminus property. Any parts of them injured, damaged, or disturbed because of his work shall be repaired, replaced, or cleaned, at Contractor's expense, to the satisfaction of District Representative. Prior to commencement of the Work, the Contractor or his designated representative shall jointly review the site as a part of the Pre-Construction Conference.
- B. Any such facilities as existing roads, curbing, utility poles, or underground utility lines damaged by Contractor in execution of this Contract shall be restored to former condition by Contractor at no change in the Contract price to satisfaction of District.
- C. Contractor shall take all precautions and care to preserve and protect all trees and shrubs in the right-of-ways and on the property. No tree or trees shall be cut or felled without specific permission in writing from the Architect. Trees cut without explicit instructions do so shall be replaced at the expense of the Contractor.
- D. No pruning of trees is to be done except by specified instructions of the District. Soil within the spread of the tree branches shall not be disturbed. Advance notice shall be given to the District if roots of a diameter greater than 1" must be cut.
- E. Contractor shall record and submit to District for verification any damage prior to commencement of work. Any damage not recorded and verified by District is the responsibility of the Contractor to correct.

### 3.2 LIMITS OF WORK AND STORAGE AREAS

- A. Submit for Construction Manager's approval a site utilization plan for construction. Plans shall indicate limits of work, storage areas, and truck routes.

### 3.3 CONSTRUCTION CONTROLS

- A. Dust palliation: In addition to cleanup provisions of the Specifications, Contractor shall take appropriate steps during and throughout term of the Project to prevent airborne dust due to work under this Contract. Water shall be applied to settle and prevent dust, particularly during excavation and moving of materials. No chemical palliatives shall be used without permission of the District.
- B. Noise control: Noise from job equipment shall be kept to a minimum by adequate mufflers and other means as approved by Architect or Construction manager.
- C. Interruptions of existing services shall be held to minimum and shall be made only at such times as the District directs. Approval of the District shall be requested at least 3 days in advance of desired interruption time. Contractor shall be responsible for full Utility service to be maintained at all times to the adjacent buildings.

### 3.4 SPECIAL COORDINATION REQUIREMENT

- A. It is possible that the District might have various projects under different contracts in progress simultaneously in areas adjacent to, or coincident with, areas involved in the Project.
- B. Contractor shall be responsible to coordinate the work with that of other contractors' work to allow access to sites and to avoid rework and damages to new work.
- C. Contractor shall submit a detailed critical-path schedule for District's approval before beginning work and shall make such changes in this schedule as required by District in order to assure smooth and proper execution of all works.

### 3.5 VERIFICATION OF EXISTING UTILITIES

- A. Prior to constructing any new underground utility, the Contractor shall expose and verify all existing underground facilities that may conflict with the new utility, to ensure accuracy of the information shown on the Drawings.

### 3.6 HAZARDOUS MATERIALS

- A. Should asbestos, PCB or other hazardous materials be encountered in any area, immediately stop all work in that area and notify the District's representative; the District will remove all hazardous material, clean the area, and have it certified as safe by a Certified Industrial Hygienist before work under this contract may proceed in that area. A time extension will be granted for delay caused by this cleanup.

- B. Non-Specified asbestos removal from buildings shall be done under separate contract by the District.

### 3.7 ADDENDA AND CHANGE ORDER

- A. Changes in the Plans and Specifications shall be made by Addenda and Change Orders approved by the Division of the State Architect. Minor modifications, as determined by the District, may be made to the Plans and Specifications in writing accompanied with the Architect's signature without the processing of a formal Change Order.

### 3.8 ACCESS PANELS

- A. Access panels are referenced in separate sections for different trades (mechanical, plumbing, electrical). It shall be the responsibility of the individual trades to provide the access panels (sized accordingly) required for their installations. Coordinate exact location with Construction Manager prior to installation.

### 3.9 FIRESAFETY DURING DEMOLITION

- A. Demolition of buildings shall be in accordance with Section 8706 and, where applicable, Sections 8704 and 8705 of the California Fire Code, most recent addition.
- B. Suitable fire hose, shall be maintained at the demolition site. Such hose shall be connected to an approved source of water and shall not impede fire department use of hydrants.
- C. Demolition operations involving cutting and welding shall be in accordance with Section 4907, C.F.C.
- D. Combustible waste material, trash and rubbish shall not be burned at the demolition site, unless approved. Accumulations of such material shall be removed from the site as often as necessary to minimize the hazards therefrom.
- E. When required by the District, for building demolition which is hazardous in nature, qualified personnel shall be provided to serve as on-site fire watch. The sole duty of fire watch personnel shall be to watch for the occurrence of fire.

### 3.10 FIRE SAFETY DURING CONSTRUCTION

- A. Buildings under construction shall be in accordance with Section 8704 of the California Fire Code, most recent edition.
- B. Fire department access roads shall be established and maintained in accordance with Section 902, C.F.C.
- C. Water mains and hydrants shall be installed and operational in accordance with Section 903.

- D. During the construction of a building and until the permanent fire-extinguishing system has been installed and is in service, fire protection shall be provided in accordance with Section 8704, C.F.C.
- E. Fire extinguishers shall be provided for the buildings under construction. The number and type of extinguishers and the type of extinguisher shall be suitable for the type of fire associated with the hazards present.
- F. Combustible Debris. Combustible debris shall not be accumulated within buildings. Combustible debris, rubbish and waste material shall be removed from building as often as practical. Combustible debris, waste material and trash shall not be burned on the site unless approved.
- G. Internal-combustion-powered construction equipment shall be used in accordance with the following:
  - 1. Equipment shall be located so that exhausts do not discharge against combustible material.
  - 2. When possible, exhausts shall be piped to the outside of the building.
  - 3. Equipment shall not be refueled while in operation.
  - 4. Fuel for equipment shall be stored in an approved area outside of the building.
- H. Temporary heating devices shall be located away from combustible materials, and attended and maintained by competent personnel.
- I. Smoking shall be prohibited. A suitable number and type of NO SMOKING signs shall be posted.
- J. Cutting and welding operations shall be in accordance with Article 49, C.F.C.
- K. The use of torched or flame-producing devices for the sweating of pipe joints shall be in accordance with Section 1109.3.2, C.F.C.
- L. The storage, use and handling of flammable liquids shall be in accordance with Article 79. Ventilation shall be provided for operation utilizing the application of materials containing flammable solvents.
- M. Open-flame devices and other sources of ignition shall not be located in areas where flammable materials are being used.
- N. Asphalt and tar kettles shall be located and operated in accordance with Section 1105, C.F.C.
- O. Temporary electrical wiring shall be in accordance with Section 8503, C.F.C.

- P. When required by the chief, access to buildings for the purpose of fire-fighting shall be provided. Construction material shall not block access to buildings, hydrants or fire appliances.
- Q. Telephone facilities shall be provided at the construction site for the purpose of emergency notification of the fire department. The street address of the construction site shall be posted adjacent to the telephone together with the fire department telephone number.
- R. A fire-protection plan shall be established by the Shell, Electrical and HVAC Contractors for each school site

### 3.11 REQUESTS FOR INFORMATION AND OTHER OFFICIAL CONTRACT CORRESPONDENCE

- A. Requests for Information (and/or Clarification) (hereinafter referred to as "RFI's") submitted by the Contractor to the District shall contain the following:
  1. Sequential RFI number.
  2. Date.
  3. Project Title and Information.
  4. Statement whether sent via facsimile only and/or hard copy to follow. It is acceptable to send a facsimile copy only; it is acceptable for the District to send a facsimile response only.
  5. Addressed to the District.
  6. Plan Sheet Reference and/or Spec. Section Reference including additional detail as required, such as column grid reference, or Part/Paragraph section of the Specification.
  7. Bold Reference citing the "Description of the Scope in Question" such as: "Ceiling Height in Classroom B123, Duct Clearances".
  8. A complete, concise question regarding the issue. Note: If sketches, or other documentation, are attached, a reference shall be provided alluding to these attachments. If the RFI is originated from a subcontractor, this shall be noted.
  9. The date the answer is needed by so as not to impact schedule. Note: The Contractor shall allow a minimum of 5 working days for each RFI.
  10. If a "yes" answer, or some such similar answer, would impact the contract schedule, this shall be noted.
  11. If there is a potential cost/credit impact to the District's answer, this shall be noted. Failure to notify the Construction manager at the time of the RFI may waive the Contractor's rights to such future claim.

12. The signature of the Contractor or Contractor's superintendent.
  13. An area with printed lines for the District's response.
  14. A space for the Project Manager's signature and date.
  15. The Contractor's field office facsimile number printed on the RFI.
- B. The Contractor shall not submit more than six (6) RFI's in any one day, or more than twenty-four (24) RFI's in any one working week. It shall be the Contractor's responsibility to study the plans and specifications, in conjunction with his subcontractors, far enough in advance to submit the RFI's so as to not have an adverse impact upon the project sequencing or schedule.
- C. The Construction Manager shall be responsible for the distribution of all RFI's, once they have been answered by the Architect, in an appropriate and final manner, to all applicable trade contractors. The Architect shall make initial distribution to the District, Inspector of Record, Construction Manager, as well as to her own consultants and engineers.
- D. The Construction Manager shall maintain an RFI log, and distribute the log, showing current status at each project meeting. The Construction Manager shall maintain a bound file of all the RFI's, with the District's response, including all applicable attachments, in the job trailer at all times during the project.
1. When applicable, all Contractors shall attach an RFI response to the Master Project Construction Set, at the appropriate location in the plans and/or specifications, if the answer affects, revises, or provides necessary clarification to the construction issue in question.
- E. Proposal Requests: When the Contractor has notified the Construction Manager that the response is generating either a potential cost or credit to the contract, the Construction Manager shall issue a proposal request to the Contractor, and copy all applicable parties.
1. When the costs and/or credits have been submitted properly for the work in question, and have been reviewed by the District and Construction Manager, and the cost(s) and/or credits have been agreed upon, the Construction Manager will then assign the item to the next change order in the billing cycle.
- F. Frivolous RFI's: The RFI format shall not be used for the following:
1. A method for getting the Construction Manager or Architect to perform the Contractor's duties of properly reviewing and coordinating the plans and specifications. The Contractor is asked to use discretion in submitting RFI's; simple questions can be solved by teleconference with the Construction Manager, or bringing up questions at the weekly meetings. The Construction Manager will work with the Contractor in defining what constitutes the difference.

2. The method for getting the District to answer a subcontractor's question that normally is part of the trade bid Contractor's responsibility.
  3. A method for attempting to create additional cost to the contract where no additional cost is due.
  4. A method for luring to District into providing an answer clearly different than the documents require.
  5. In the event that the Contractor is deemed to be abusing the RFI process, the Construction Manager reserves the right to "back-charge" the contract, per his standard hourly rates, as a credit in dollars to be applied to contract extra costs.
- G. Status of District's Responses to RFI's: The Architect's written response, when applicable, shall be incorporated into the contract as the most current ruling or interpretation of the plans and specifications.
- H. Bulletins: "Bulletins" issued by the Architect, whether or not generated by an RFI, shall become official contract correspondence and incorporated into the contract. If necessary, and subject to the agreement of all parties, Bulletin issues may lead into a Proposal Request and Change Order.

END OF SECTION



SECTION 011045  
CUTTING AND PATCHING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:
1. Make the several parts fit properly;
  2. Uncover work to provide for installing, inspecting, or both, of ill-timed work;
  3. Remove and replace work not conforming to requirements of the Contract Documents; and
  4. Remove and replace defective work.
- B. Related work:
1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  2. In addition to other requirements specified, upon the District's request uncover work to provide for inspection by the District of covered work, and remove samples of installed materials for testing.
  3. Do not cut or alter work performed under separate contracts without the District's written permission.

1.2 SUBMITTALS

- A. Request for District's consent:
1. Prior to cutting which affects structural safety, submit written request to the Project Manager for permission to proceed with cutting.
  2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the Project Manager and secure his written permission and the required Change Order prior to proceeding.

B. Notices to the Project Manager:

1. Prior to cutting and patching performed pursuant to the District's instructions, submit cost estimate to the Project Manager. Secure the Project Manager's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
2. Submit written notice to the Project Manager designating the time the Work will be uncovered, to provide for the District's observation.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. For replacement of items removed, use materials complying with pertinent Sections of these Specifications.

2.2 PAYMENT FOR COSTS

- A. The Owner will reimburse the Contractor for cutting and patching performed pursuant to a written Change Order, after claim for such reimbursement is submitted by the Contractor. Perform other cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner.

PART 3 – EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and backfilling.
2. After uncovering the work, inspect conditions affecting installation of new work.

B. Discrepancies:

1. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.
2. Do not proceed until unsatisfactory conditions are corrected.

### 3.2 PREPARATION PRIOR TO CUTTING

- A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

### 3.3 PERFORMANCE

- A. Perform required excavating and backfilling as required under pertinent other Sections of these Specifications and OSHA standards for such work.
  - 1. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
  - 2. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.
  - 3. Typically chip back existing adjoining plaster surfaces to expose the lath and building paper to permit proper lapping on new infill materials.

END OF SECTION



SECTION 011060  
REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES:

- A. This Section sets forth certain codes and standards and relevant requirements applicable to the work required under this contract.

1.2 STATUTORY AND JURISDICTIONAL REGULATIONS

A. State of California Code of Regulation and Amendments:

1. Title 24 – Industrial Relations; Safety Orders.
2. Current Federal ADA Guidelines
3. 2019 Building Standards Administrative Code, Title 24 C.C.R.
4. 2019 California Building Code (CBC), Title 24 C.C.R.; (2009 International Building Code of the International Code Council, with California Amendments)
5. 2019 California Electrical Code (CEC), Title 24 C.C.R.; (2011 National Electrical Code of the National Fire Protection Association, NFPA with 2010 California Amendments)
6. 2019 California Mechanical Code (CMC), Title 24 C.C.R.; (2012 IAPMO Uniform Mechanical Code with 2010 California Amendments)
7. 2019 California Plumbing Code (CPC), Title 24 C.C.R.; (2012 Edition IAPMO Uniform Plumbing Code with 2010 California Amendments)
8. 2019 Energy Code (CEC), Title 24 C.C.R.
9. 2019 California Historical Building Code, Title 24, C.C.R
10. 2019 California Fire Code (CFC), Title 24, C.C.R. (2009 International Fire Code of the International Code Council with 2010 California Amendments)
11. 2019 California Existing Building Code, Title 24 C.C.R (2009 International Existing Building Code of the International Code Council with 2010 California Amendments)
12. 2019 California Green Building Standards Code (CalGreen) Title 24, C.C.R

13. 2019 California Referenced Standards Code, Title 24, C.C.R.
14. 2019 California Public Safety, State Fire Marshal Regulations, Title 19, C.C.R.

B. List of Applicable NFPA Standards:

1. NFPA 253 Critical Radiant Flux of Floor Covering Systems 2019 Edition
2. NFPA 2001 Clean Agent Fire Extinguishing Systems 2019 Edition
3. Reference code section for NFPA Standards – CBC (SFM) 3504.1
4. NFPA 13 Automatic Sprinkler Systems 2019 Edition
5. NFPA 14 Standpipe Systems 2019 Edition
6. NFPA 24 Private Fire Mains 2019 Edition
7. NFPA 25 Standard for Inspection, Testing & Maintenance 2019 Edition  
of Water Based Fire Protection System
8. NFPA 72 National Fire Alarm Code (California Amended) 2019 Edition  
(Note see UL Standard 1971 for “Visual Devices”)
9. NFPA 80 Fire Door & Windows 2019 Edition
10. NFPA 105 Smoke & Draft Control Door Assemblies 2019 Edition
11. NFPA 20 Stationary Pumps 2019 Edition
12. NFPA 17 Dry Chemical Extinguishing Systems 2019 Edition
13. NFPA 17a Wet Chemical Systems 2019 Edition

C. Construction Safety

1. Statutory and jurisdictional requirements as applicable to temporary work, including California Construction Safety Orders.
2. Associated General Contractors of America, Inc., Manual of Accident Prevention.
3. OSHA, Occupational Safety and Health Agencies requirements.

### 1.3 GENERAL STANDARDS FOR WORK AND MATERIALS

- A. Work or materials specified by reference to a number, symbol or title of a specific standard - - such as ASTM, U.L., F.S., or other standards - - shall comply with requirements thereof, except as limited to type, class, grade or modifications shown or specified.
- B. Referenced standards shall have full force and effect as though printed herein and are not repeated for reasons that manufacturers and Contractors are assumed to be familiar with requirements governing or applicable to their work. Upon request, Architect will furnish information as to where copies may be obtained.
- C. Material or trade associations, societies, or other bodies regularly publishing standards most widely used under these documents are listed herein together with reference symbols.
- D. Individual standards are referred to under Technical Sections by said reference symbol followed by designation number.

A.A.	The Aluminum Association
AASHO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institution
AGA	American Gas Association
AISC	American Institute for Steel Construction
ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CS	Commercial Standards, U.S. Department of commerce
FGMA	Flat Gas Marketing Society
FML	Factory Mutual Laboratories
F.S.	Federal Specifications
GA	Gypsum Association
IEEE	Institute of Electrical and Electronic Engineers
MFMA	Maple Flooring Manufacturer's Association
M.S.	Military Specifications U.S. GSA
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
PCA	Portland Cement Association
PS	Product Standard, U.S. Department of Commerce
RIS	Redwood Inspection Service
SDI	Steel Door Inspections
SMANCA	Sheet Metal and Air Conditioning Contractor's National Association

TCA	Tile Council of America
UL	Underwriter's Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WIC	Wood Work Institute of California
WWPA	Western Wood Products Association

E. Book of Standards

1. State of California, Business and Transportation Agency, Department of Transportation.
  - a. CALIFORNIA STANDARD SPECIFICATIONS: Standard Specifications, January 1988, specific parts referred to by Section number.
  - b. CALIFORNIA TEST METHOD: Methods and Research Dept., Materials manual, 1988; specific tests referred to by California number.
2. APWA Standard Specifications: American Public Works Association, No. California Chapter, Standard Specifications for Public Works Construction, 2000 Edition; specific parts referred to by APWA Section number 3 U.L.; Underwriters' Laboratories Inc.; Buildings Materials List, 2001 or latest edition; and others regularly published; specific parts referred to by U.L. Classification Title and number.

1.4 MANUFACTURER'S STANDARDS

- A. Applicable to type of items and products.
- B. Instructions not otherwise shown or specified shall be those of producer, as applicable, covering:
  1. Primary materials, auxiliary materials and accessories.
  2. Conditions of handling and for storage and protection.
  3. Preparation of backup surfaces.
  4. Installation, cleaning and maintenance procedures.
- C. Publications of procedures shall apply as particularly referred to, otherwise as regularly provided by producer, and shall include generalized installation publications or instructions.

END OF SECTION



SECTION 013100  
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination drawings.
  - 2. Requests for Information (RFIs).
  - 3. Project meetings.

1.2 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required obtaining the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

#### 1.4 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
  - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
  - b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.

2. Plenum Space: Indicate sub-framing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility.

#### 1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.

10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716 or Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 0 "General Requirements".
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Owner's Project Manager in writing within 5 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Owner's Project Manager within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

#### 1.6 PROJECT MEETINGS

- A. General: Architect will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, Contractor and its superintendent. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.

- d. Designation of key personnel and their duties.
- e. Procedures for processing field decisions and Change Orders.
- f. Procedures for RFIs.
- g. Procedures for testing and inspecting.
- h. Procedures for processing Applications for Payment.
- i. Distribution of the Contract Documents.
- j. Submittal procedures.
- k. Sustainable design requirements.
- l. Preparation of record documents.
- m. Use of the premises and existing building.
- n. Work restrictions.
- o. Working hours.
- p. Owner's occupancy requirements.
- q. Responsibility for temporary facilities and controls.
- r. Procedures for moisture and mold control.
- s. Procedures for disruptions and shutdowns.
- t. Construction waste management and recycling.
- u. Parking availability.
- v. Office, work, and storage areas.
- w. Equipment deliveries and priorities.
- x. First aid.
- y. Security.
- z. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and Owner's Project Manager, of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
  - a. Contract Documents.
  - b. Options.
  - c. Related RFIs.
  - d. Related Change Orders.
  - e. Purchases.
  - f. Deliveries.
  - g. Submittals.
  - h. Review of mockups.
  - i. Possible conflicts.
  - j. Compatibility problems.
  - k. Time schedules.
  - l. Weather limitations.
  - m. Manufacturer's written recommendations.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.

- x. Protection of adjacent work.
  - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Architect will conduct progress meetings at weekly intervals.
1. Attendees: Representative of Owner, Architect and Contractor. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.



- 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of proposal requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION



SECTION 013216  
CONSTRUCTION SCHEDULE

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Work included: Construction Schedule procedures, preparation, submittal, updates, and revisions.

1.2 QUALITY ASSURANCE

- A. Perform all work in strict accordance with pertinent requirements of these Specifications and in the event no such requirements are determined, in conformance with the Architect's written direction.

1.3 SUBMITTALS

- A. The construction of this project will be planned and recorded with a conventional Gantt chart schedule. The schedule shall be used for coordination, monitoring, and payment of all work under the contract including all activity of subcontractors, vendors, suppliers, and for all submittals.
- B. Contractor is responsible for preparing the schedule. All costs incurred by Contractor in preparing the schedule shall be borne by Contractor as a part of its responsibility under this contract.

1.4 PROCEDURES

- A. Baseline Construction Schedule
  - 1. Before proceeding with any work on site, Contractor shall prepare, submit, and receive District's approval of a Baseline Construction Schedule. This schedule shall provide a detailed breakdown of activities scheduled for the first 90 days of the project and shall include mobilization, submittals, procurement, and construction.
  - 2. No contact work may be pursued at the site without an approved Baseline Construction Schedule or an approved Gantt chart schedule.
- B. Within seven (7) calendar days after date of Notice to Proceed, Contractor shall submit, for review, a Detailed Project Schedule setting forth all requirements for complete execution of work.
- C. Preparation of Detailed Project Schedule

1. The construction time, for the entire project or any milestone, shall not exceed the specified contract time. In the event that any milestone date or contract completion date is exceeded in the schedule, logic and/or time estimates will be revised.
  2. Following the District's review, if revisions to the proposed schedule are required, the Contractor shall do so promptly. The schedule must be finalized within 60 days of the Notice to Proceed. Failure to finalize the schedule by that date will result in withholding all contract payments until the schedule is finalized.
- D. Simultaneously with each submittal of Progress Payment Request, Contractor shall deliver to the District an updated Detailed Project Schedule reflecting work progress as of end of previous reporting period. Each such Schedule shall indicate actual progress to date in execution of work, together with a projected schedule for completion of work.
- E. All Schedule submittals are subject to review and acceptance by the District. The District shall withhold progress payments until Contractor submits a Detailed Project Schedule acceptable to the District.
- F. Concurrent with the District's acceptance of Contractor's submitted Detailed Project Schedule, shall be Contractor's signature of acceptance.

#### 1.5 PREPARATION GUIDELINES

- A. Work of this Contract shall be scheduled and progress monitored using a bar chart, although any of the CPM network type scheduling systems, including precedence diagramming or arrow are acceptable. Scheduling system shall show the sequence and interdependence of all activities required for complete performance of all items of work under this contract, including all approvals, shop drawings and other submittals and approvals, and fabrication and delivery activities. Scheduling system shall indicate all inter-relationships between trades and suppliers.
- B. Level of detail indicated in schedule shall be equal to or greater than that provided by Table of Contents of Contract Technical Specifications, including any addenda. Duration and events indicated on schedule shall conform to phasing set forth in the Contract and shall show any area or building within a particular phase. Schedule shall indicate any and all Contract "milestone events" and other milestones agreed to by the District, but no other manually-imposed dates will be accepted unless approved.
- C. Detailed Project Schedule shall represent a practical plan to complete work within time requirements of the Contract.
1. The Contractor may submit a Detailed Project Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Detailed Project Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Detailed Project Schedule be the basis for any extension of the Contract Time.

2. A schedule found unacceptable by the District shall be revised by Contractor and resubmitted.
- D. Detailed Project schedule shall clearly indicate sequence of construction activities, grouped by applicable phase and sorted by areas, buildings, or facilities within phase, and shall specifically indicate:
1. Start and completion of all items of work, their major components, and interim milestone completion dates, as determined by Contractor and the District.
  2. Activities for procurement, delivery, installation of equipment, materials, and other supplies, including:
    - a. Time for submittals, re-submittals, and reviews. Include decision dates for selection of finishes, if applicable.
    - b. Time for fabrication, and delivery of, manufactured products for work.
    - c. Interdependence of procurement and construction activities.
    - d. As applicable, dates for testing, balancing equipment, and final inspection.
- E. Schedule shall be in sufficient detail to assure adequate planning and execution of work.
1. Each activity shall range in duration no longer than two (2) weeks and shall be total of actual days required for completion, and shall include consideration of normal weather impact on completion of that activity.
  2. The activities are to be described so that the work is readily identifiable and the progress of each activity can be readily measured. For each activity, Contractor shall identify the trade or subcontractor performing the work, the duration of the activity in work days, the manpower involved by trade, the equipment involved, the location of the work, and a dollar value of the activity. The dollar value assigned to each activity is to be reasonable and based on the amount of labor, materials, and equipment involved. When added together, the dollar value of all activities are to equal the contract price.
  3. Schedule shall be suitable, in judgement of the Architect, to allow monitoring and evaluation of progress in performance of work; it shall be calendar time-scaled and, at a minimum, in a Bar Chart format.
  4. Activities shall include:
    - a. Description; what is to be accomplished and where.
    - b. Workday duration.
    - c. Scheduled activities shall indicate continuous flow, from left to right.

5. Identify days per week and shifts per day worked; also, non-work days and holidays.
- F. Failure to include any element of work required for performance of this Contract shall not excuse Contractor from completing work required to comply with the Contract Documents, notwithstanding acceptance of Construction Schedule.
- G. Submittal of Construction Schedule shall be understood to be Contractor's confirmation that the schedule meets requirements of the Contract Documents, and that work will be executed in sequence indicated in schedule.

## 1.6 REVIEWS, UPDATES, AND REVISIONS

- A. The District will review and return Contractor's Detailed Project Schedule, with summary comments, within seven (7) calendar days. If revisions are required, Contractor shall resubmit Schedule within fourteen (14) calendar days following receipt of the District's comments.
- B. After Contractor and the District agree to a final schedule, it will become the Project Construction Schedule and considered part of the Contract Documents. No changes to Schedule will be allowed unless mutually agreed upon with the District.
- C. Contractor shall analyze and update the Detailed Project Schedule:
  1. As part of monthly payment application, Contractor shall submit to and participate with the District in a schedule review to include:
    - a. Actual completion dates for work items completed during report period.
    - b. Actual start dates for work items started during report period.
    - c. Estimated remaining duration for work items in progress, which will not exceed original duration for activity.
    - d. Estimated start dates for work items scheduled to start during month following report period, if applicable.
    - e. Changes in duration of work items.
    - f. A summary bar chart schedule, organized first by work segment plan, and then by area (building number or other appropriate subdivision) shall show construction progress in each area. The previous schedule shall be included in this report to compute the current performance with the original planned sequence of work.
  2. In case of a change to Contractor's planned sequence of work, Contractor shall include a narrative report with updated progress schedule which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors, and any proposed revisions for a recover plan.

3. All change orders affecting this schedule shall be clearly identified as a separate and new activity.
  4. Review of Detailed Project Schedule will not relieve Contractor of responsibility for accomplishing all work in accordance with the Contract Documents.
- D. Updates: The Contractor shall submit to the District, with each payment application, an up-to-date Detailed Project Schedule to include following:
1. Work Item Report: Detailing work items and dependencies as indicated on Bar Chart.
  2. Separate listing of activities completed during reporting period.
  3. Separate listing of activities which are currently in progress, indicating their remaining duration and percentages completed.
  4. Separate listing of activities which are causing delay in work progress.
  5. Narrative report to define problem areas, anticipated delays, and impact on Detailed Project Schedule. Report corrective action taken, or proposed, and its effect, including effect of changes on schedules of separate contractors.
  6. Resolution of conflict between actual work progress and schedule logic: when out-of-sequence activities develop in the Schedule because of actual construction progress, Contractor shall submit a revised schedule to conform to current job sequence and direction.
- E. If, according to current updated Detailed Project Schedule, the District determines Contractor is behind the Contract completion date or any interim milestone completion dates, considering all time extensions to which Contractor is entitled, Contractor shall submit a revised schedule, showing a workable plan and a narrative description to complete project on time in accordance with Article 1.06, Paragraph C-2.
1. The District shall withhold progress payments until a revised schedule, acceptable to the District, is submitted by Contractor.
- F. Scheduling of change or extra work orders is responsibility of Contractor.
1. Contractor shall revise Detailed Project Schedule to incorporate all activities involved in completing change orders or extra work orders and submit it to the District for review.
- G. If the District finds Contractor is entitled to extension of any completion date, under provisions of the Contract, the District's determination of total number of days extension will be based upon current analysis of Construction Schedule, and upon data relevant to extension.

- H. Contractor acknowledges and agrees that delays to non-critical activities will not be considered a basis for a time extension unless activities become critical. Non-critical activities are those activities which, when delayed, do not affect an interim or final Contract completion date.
- I. Any claim for extension of time shall be made in writing to the Architect not more than seven (7) days after commencement of delay, otherwise, it shall be deemed finally waived for all purposes. Contractor shall provide an estimate of probable effect of such delay on progress of work as part of claim.

#### 1.7 CONTRACTOR'S RESPONSIBILITY

- A. Nothing in these requirements shall be deemed to be an assumption of Contractor's authority and responsibility to plan and schedule work as Contractor sees fit, subject to all other requirements of Contract Documents.
- B. Contractor shall provide at all times sufficient competent labor, materials, and equipment to properly carry on work and to insure completion of each part in accordance with Construction Schedule and within time agreed.
- C. Contractor shall be responsible for ensuring that all submittals to the District are accurate and consistent. Damages, including extra time and cost, caused by inaccuracies from Contractor will be compensated by Contractor.

#### 1.8 SUSPENSION OF PAYMENTS

- A. Initial Submittal: The District has the right to withhold progress payments until Detailed Project Schedule is accepted by the District.
- B. Update Submittals: The District has the right to withhold progress payments if Contractor fails to update and submit Detailed Project Schedule and reports as required by the District.

#### 1.9 RECORD COPY

- A. At completion of work items, submit Detailed Project Schedule reflecting "as-built" sequence.

#### 1.10 FORM OF SUBMITTAL

- A. All Detailed Project Schedule submittals shall be transmitted with a Letter of Transmittal and shall include three (3) hard copies and one (1) electronic copy.

END OF SECTION



SECTION 013300  
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
  - 1. Division 1 Section "Operation and Maintenance Manuals" for submitting operation and maintenance manuals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. All submittals to be provided by Contractor within 15 days of award of bid.
- B. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
  - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
  
- D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 18 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. DSA Deferred Approval: In addition to the review periods indicated above allow 90 days for DSA review and approval.
  
- E. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
  1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.

- i. Submittal number or other unique identifier, including revision identifier.
    - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06 10 00.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06 10 00.01.A).
  - j. Number and title of appropriate Specification Section.
  - k. Drawing number and detail references, as appropriate Location(s) where product is to be installed, as appropriate.
  - l. Other necessary identification.
- F. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
- 1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-06 10 00.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-06 10 00.01.A).
  - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  - 4. Include the following information on an inserted cover sheet:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Name of subcontractor.
    - h. Name of supplier.
    - i. Name of manufacturer.
    - j. Number and title of appropriate Specification Section.

- k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Related physical samples submitted directly.
  - n. Other necessary identification.
- G. Options: Identify options requiring selection by the Architect.
- H. Deviations: Identify deviations from the Contract Documents on submittals.
- I. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- J. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- 1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- K. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- L. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, and authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- M. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

#### A. General Submittal Procedure Requirements:

1. Action Submittals: Submit six paper copies of each submittal, unless otherwise indicated. Architect through owner's project manager will return at least two copies, or submit PDF of submittal.
2. Informational Submittals: Submit four paper copies of each submittal, unless otherwise indicated. Architect and owner's project manager will not return copies.
3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 1 Section "Closeout Procedures".
4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
  - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 1 Section "Quality Control".

#### B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
  - a. Manufacturer's catalog cuts.
  - b. Manufacturer's product specifications.
  - c. Standard color charts.
  - d. Statement of compliance with specified referenced standards.

- e. Testing by recognized testing agency.
  - f. Application of testing agency labels and seals.
  - g. Notation of coordination requirements.
  - h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. Six paper copies of Product Data, unless otherwise indicated. Architect, through owner's project manager, will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm)].
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit four full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Owner's Project Manager, will return one submittal with options selected.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit four sets of Samples. Architect and Owner will retain two Sample sets; remainder will be returned.
      - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Schedule".
- F. Application for Payment: Comply with requirements specified in Division 0 "General Conditions".
- G. Schedule of Values: Comply with requirements specified in Division 0 "General Conditions".

- H. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination".
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- J. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- O. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- P. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- R. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Control".
- S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.



- U. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- V. Maintenance Data: Comply with requirements specified in Division 1 Section "Operation and Maintenance Manuals".
- W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 1 Section "Project Closeout".
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

SECTION 014200  
REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed".
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated".
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

AA	Aluminum Association, Inc. (The)
AAADM	American Association of Automatic Door Manufacturers
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABAA	Air Barrier Association of America
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies, Inc. (The)
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHA	American Hardboard Association (Now part of CPA)
AHAM	Association of Home Appliance Manufacturers

AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
AOSA	Association of Official Seed Analysts, Inc.
APA	Architectural Precast Association
APA	APA - The Engineered Wood Association
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)
API	American Petroleum Institute
ARI	Air-Conditioning & Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International (American Society of Mechanical Engineers International)
ASSE	American Society of Sanitary Engineering
ASTM	ASTM International (American Society for Testing and Materials International)
AWCI	Association of the Wall and Ceiling Industry

AWCMA	American Window Covering Manufacturers Association (Now WCMA)
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association)
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BICSI	BICSI, Inc.
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International)
BISSC	Baking Industry Sanitation Standards Committee
BWF	Badminton World Federation (Formerly: IBF - International Badminton Federation)
CCC	Carpet Cushion Council
CDA	Copper Development Association
CEA	Canadian Electricity Association
CEA	Consumer Electronics Association
CFFA	Chemical Fabrics & Film Association, Inc.
CGA	Compressed Gas Association
CIMA	Cellulose Insulation Manufacturers Association
CISCA	Ceilings & Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CRRC	Cool Roof Rating Council
CPA	Composite Panel Association
CPPA	Corrugated Polyethylene Pipe Association

CRI	Carpet and Rug Institute (The)
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly: IAS - International Approval Services)
CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
CSSB	Cedar Shake & Shingle Bureau
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute)
DHI	Door and Hardware Institute
EIA	Electronic Industries Alliance
EIMA	EIFS Industry Members Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ESD	ESD Association (Electrostatic Discharge Association)
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA)
FIBA	Federation Internationale de Basketball (The International Basketball Federation)
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation)
FM Approvals	FM Approvals LLC
FM Global	FM Global (Formerly: FMG - FM Global)
FMRC	Factory Mutual Research (Now FM Global)
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
FSA	Fluid Sealing Association

FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GRI	(Part of GSI)
GS	Green Seal
GSI	Geosynthetic Institute
HI	Hydraulic Institute
HI	Hydronics Institute
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)
HPVA	Hardwood Plywood & Veneer Association
HPW	H. P. White Laboratory, Inc.
IAS	International Approval Services (Now CSA International)
IBF	International Badminton Federation (Now BWF)
ICEA	Insulated Cable Engineers Association, Inc.
ICRI	International Concrete Repair Institute, Inc.
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IESNA	Illuminating Engineering Society of North America
IEST	Institute of Environmental Sciences and Technology
IGCC	Insulating Glass Certification Council
IGMA	Insulating Glass Manufacturers Alliance
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization Available from ANSI



ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA (Now ETL SEMCO)
ITU	International Telecommunication Union
KCMA	Kitchen Cabinet Manufacturers Association
LMA	Laminating Materials Association (Now part of CPA)
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MFMA	Maple Flooring Manufacturers Association, Inc.
MFMA	Metal Framing Manufacturers Association, Inc.
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
MIA	Marble Institute of America
MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NADCA	National Air Duct Cleaners Association
NAGWS	National Association for Girls and Women in Sport
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCAA	National Collegiate Athletic Association (The)
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCTA	National Cable & Telecommunications Association

NEBB	National Environmental Balancing Bureau
NECA	National Electrical Contractors Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NETA	InterNational Electrical Testing Association
NFHS	National Federation of State High School Associations
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association)
NOMMA	National Ornamental & Miscellaneous Metals Association
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSSGA	National Stone, Sand & Gravel Association
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)
NWWDA	National Wood Window and Door Association (Now WDMA)
OPL	Omega Point Laboratories, Inc. (Now ITS)
PCI	Precast/Prestressed Concrete Institute
PDCA	Painting & Decorating Contractors of America

PDI	Plumbing & Drainage Institute
PGI	PVC Geomembrane Institute
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America)
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service
SAE	SAE International
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEFA	Scientific Equipment and Furniture Association
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SGCC	Safety Glazing Certification Council
SIA	Security Industry Association
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SMPTE	Society of Motion Picture and Television Engineers
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)
SPIB	Southern Pine Inspection Bureau (The)
SPRI	Single Ply Roofing Industry
SSINA	Specialty Steel Industry of North America

SSPC	SSPC: The Society for Protective Coatings
STI	Steel Tank Institute
SWI	Steel Window Institute
SWRI	Sealant, Waterproofing, & Restoration Institute
TCA	Tile Council of America, Inc. (Now TCNA)
TCNA	Tile Council of North America, Inc.
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TMS	The Masonry Society
TPI	Truss Plate Institute, Inc.
TPI	Turfgrass Producers International
TRI	Tile Roofing Institute
UL	Underwriters Laboratories Inc.
UNI	Uni-Bell PVC Pipe Association
USAV	USA Volleyball
USGBC	U.S. Green Building Council
USITT	United States Institute for Theatre Technology, Inc.
WASTEC	Waste Equipment Technology Association
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association)
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)
WMMPA	Wood Moulding & Millwork Producers Association

WSRCA Western States Roofing Contractors Association

WWPA Western Wood Products Association

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

IAPMO International Association of Plumbing and Mechanical Officials

ICC International Code Council

ICC-ES ICC Evaluation Service, Inc.

UBC Uniform Building Code  
(See ICC)

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE Army Corps of Engineers

CPSC Consumer Product Safety Commission

DOC Department of Commerce

DOD Department of Defense

DOE Department of Energy

EPA Environmental Protection Agency

FAA Federal Aviation Administration

FCC Federal Communications Commission

FDA Food and Drug Administration

GSA General Services Administration

HUD Department of Housing and Urban Development

LBL Lawrence Berkeley National Laboratory

NCHR National Cooperative Highway Research Program

P

(See TRB)

NIST	National Institute of Standards and Technology
OSHA	Occupational Safety & Health Administration
PBS	Public Buildings Service (See GSA)
PHS	Office of Public Health and Science
RUS	Rural Utilities Service (See USDA)
SD	State Department
TRB	Transportation Research Board
USDA	Department of Agriculture
USPS	Postal Service

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board
CFR	Code of Federal Regulations Available from Government Printing Office
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point
DSCC	Defense Supply Center Columbus (See FS)
FED-STD	Federal Standard (See FS)
FS	Federal Specification Available from Department of Defense Single Stock Point  Available from Defense Standardization Program  Available from General Services Administration  Available from National Institute of Building Sciences

- FTMS Federal Test Method Standard  
(See FS)
- MIL (See MILSPEC)
- MIL-STD (See MILSPEC)
- MILSPEC Military Specification and Standards  
Available from Department of Defense Single Stock Point
- UFAS Uniform Federal Accessibility Standards  
Available from Access Board

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBH State of California, Department of Consumer Affairs Bureau of Home Furnishings and  
F Thermal Insulation

CCR California Code of Regulations

CPU California Public Utilities Commission  
C

TFS Texas Forest Service  
Forest Resource Development

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION





SECTION 014300  
QUALITY CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
  - 1. Divisions 2 through 33 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. **Product Testing:** Tests and inspections that are performed by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. **Source Quality-Control Testing:** Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. **Field Quality-Control Testing:** Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. **Installer/Applicator/Erector:** Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. **Experienced:** When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

### 1.3 CONFLICTING REQUIREMENTS

- A. **Referenced Standards:** If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

### 1.4 INFORMATIONAL SUBMITTALS

- A. **Contractor's Statement of Responsibility:** When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
  - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.

2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

## 1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

- H. **Manufacturer's Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
  - 2. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. **Mockups:** Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mockups when directed, unless otherwise indicated.

## 1.7 QUALITY CONTROL

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency and/or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.

2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

*PART 2 - PRODUCTS (Not Used)*

*PART 3 - EXECUTION*

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 1 Section "Execution Requirements".
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION



SECTION 014529  
TESTING AND INSPECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Cooperate with the Owner's selected testing agency, the Project Inspector, and others responsible for testing and inspecting the Work, and assist the Owner by coordinating such testing and inspecting services as specified in this Section and/or elsewhere in the Contract Documents including the attached Division of State Architect Structural Tests and Inspections sheet (enclosed).
- B. Related Work Specified Elsewhere:
  - 1. Requirements for testing may be required in other Sections of these Specifications.
  - 2. Where no testing requirements are specified or required by reference standards or authorities having jurisdiction, the Owner may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described herein.
- C. Work Not Included:
  - 1. The Owner will select a pre-qualified independent testing laboratory and Inspector as approved by the Division of the State Architect, Office of Regulation Services.
  - 2. The Owner will pay for initial services of the testing laboratory as further described hereinafter.

1.2 QUALITY ASSURANCE

- A. The Owner will select an independent testing laboratory to conduct the tests. Selection of the material required to be tested shall be by the laboratory or the Owner's representative and not by the Contractor.
- B. Qualifications of Testing Laboratory: The testing laboratory shall be qualified to the Owner's acceptance in accordance with ASTM E 329. The testing laboratory shall be qualified by the Division of State Architect in accordance with Interpretation of Regulation No. 1R1-1.
- C. Codes and Standards: Testing, when required, will be in accordance with pertinent codes and regulations and with selected standards of the American Society for Testing and Materials and other organizations or agencies which publish recognized codes, standards, or tests. Refer to Article 3.04 – Required Testing of this Section.
- D. The project specifications shall be in accordance with the provisions of the Standard Specifications for Public Works Construction (SSPWC) 2012 Edition.

### 1.3 TEST REPORT DISTRIBUTION

- A. Promptly process and distribute required copies of test reports and related instructions to ensure necessary retesting and/or replacement of materials with the least possible delay in progress of the Work.
- B. One copy of test reports shall be forwarded to the Division of the State Architect by the testing agency. Such reports shall include tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of Title 24 and with the approved specifications. Test reports shall show the specified design strength. They shall also state definitely whether or not the material or materials tested comply with requirements.
- C. Each testing agency shall submit to the Division of the State Architect a verified report in duplicate covering tests which are required to be made by that agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, including tests up to that time, and at the completion of the project.

### 1.4 PAYMENT FOR TESTING SERVICES

- A. Initial Services: The Owner will pay for initial testing and inspection except as specifically modified herein-after or as specified otherwise in technical sections. Provided the results of inspection indicating compliance with the Contract Documents.
- B. Retesting: When initial tests or inspection indicate noncompliance with the Contract Documents, subsequent retesting or re-inspection occasioned by the noncompliance shall be performed by the same testing laboratory or Inspector and the costs thereof will be deducted by the Owner from the Contract Sum. Retesting and re-inspection will continue until test or inspection results indicate compliance.
- C. Code Compliance Testing: Inspections and tests required by codes or ordinances, or by authorities having jurisdiction and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Owner, but back charged to the Contractor in case of retesting due to noncompliance.
- D. Specified Inspections and Tests: Tests and inspections specified in the Specifications, directly or by reference, shall be coordinated by the Contractor at his expense and paid for by the Owner. Corrections of noncompliance and test failures shall be paid for by the Owner, but shall be back charged to the Contractor. Re-inspection and retesting shall be in accordance with paragraph 1.04-B.
- E. Contractor's Convenience Testing: Inspecting or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of and at the expense of the Contractor.

## 1.5 INSPECTION BY THE OWNER

- A. The Owner and his representatives will have access, for the purpose of inspection, to parts of the work and to the shops wherein the work is in preparation, and the Contractor shall maintain proper facilities and provide safe access for such inspection.
- B. The Owner shall have the right to reject materials and workmanship which are defective, and to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected within a reasonable time, fixed by written notice, the Owner may correct rejected work and charge the expense to the Contractor.
- C. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish necessary facilities, labor and materials. If such work is found to be defective in respect due to fault of the Contractor or his subcontractor, he shall defray expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the additional cost of labor and material necessarily involved in the examination and replacement will be allowed the Contractor.

## 1.6 PROJECT INSPECTOR

- A. An Inspector employed by the Owner in accordance with the requirements of State of California Building Code, Title 24, Part 1, and qualified in accordance with Division of State Architect will be assigned to the work. His duties are specifically defined in Title 24, Part 1, Section 4-342, reprinted herein:
  - 1. Duties of the Project Inspector.
    - (A) General: The Project Inspector shall act under the direction of the A/E/Engineer.
    - (B) Duties: The general duties of the Project Inspector in fulfilling his or her responsibilities are as follows:
      - (1) Inspection: He or she must have actual personal knowledge, obtained by his personal inspection of the work of construction in stages of its progress, that the requirements of the approved plans and specifications are being completely executed.  
Inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the Project Inspector. Other types of work which can be completely inspected after the work is installed may be carried on while the Inspector is not present. In any case, the Project Inspector must personally inspect every part of the work. In no case shall the Project Inspector have or assume duties which will prevent him or her from providing inspection.

The Project Inspector may obtain personal knowledge of the work of construction, either on-site or off-site, performed under the inspection of a Special Inspector or Assistant Inspector from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

- (2) Relations with A/E/Engineer: The Project Inspector shall work under the general direction of the A/E/Engineer. Inconsistencies or seeming errors in the A/E/Engineer for his interpretation and instructions. In no case, however, shall the instruction of the A/E/Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications, and change orders.
- (3) Job File: The Project Inspector shall keep a file of approved plans and specifications (including approved addenda or change orders) on the job, and shall immediately return unapproved documents to the A/E for proper action. The Project Inspector, as a condition of his employment, shall have and maintain on the job, codes and documents referred to in the plans and specifications.
- (4) Project Inspector's Semi-Monthly Reports: The Project Inspector shall keep the A/E/Engineer thoroughly informed as to the progress of the work by making semi-monthly reports in writing as required in Section 37.
- (5) Not Used.
- (6) Construction Procedure Records: The Project Inspector shall keep a record of certain phases of construction procedure. All such records of construction procedure shall be kept on the job until the completion of the work. These records shall be made a part of the permanent school records.
- (7) Deviations: The Project Inspector shall notify the Contractor, in writing, of deviations from the approved plans and specifications which are not immediately corrected by the Contractor when brought to his or her attention. Copies of such notice shall be forwarded immediately to the A/E/Engineer. Failure on the part of the Project Inspector to notify the Contractor of deviations from the approved plans and specifications shall in no way relieve the Contractor of responsibility to complete the work covered by his or her contract in accordance with the approved plans and specifications and laws and regulations.

- (8) Verified Reports: The Project and Special Inspectors shall each make and submit to the Division of the State Architect verified reports. The Project Inspector shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested. Violations: Failure, refusal, or neglect on the part of the Inspector to notify the Contractor of work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, such violation to the A/E/Engineer, to the School Board, and to the Division of the State Architect shall constitute a violation of the act and shall be cause for the Division of the State Architect to take action.

Note: Authority cited: Section 39152 and 81142, Education Code. Reference: Sections 39151, 39153, 81141 and 81143, Education Code."

- B. The work of construction in stages of progress shall be subject to the personal continuous observation of the Project Inspector as continuous observation is defined by Title 24. He shall have free access to all parts of the work at any time. The Contractor shall furnish the Project Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from obligation to fulfill this Contract.

#### 1.7 OWNER'S OTHER PERSONNEL

- A. From time to time, other personnel in the employ of the Owner may inspect the Work when the Work is in progress but shall have no authority to direct the Contractor or request changes in the Work except as may be provided elsewhere in the Contract Documents.

#### 1.8 REPRESENTATIVE OF THE DIVISION OF THE STATE ARCHITECT

- A. Architect shall have access to the site in accordance with Title 24, Part 1, 4-333.
- B. Field Engineers and Inspectors from D.S.A. Structural Safety Section, Fire & Life Safety Review and Access Compliance shall have access to the site in accordance with Title 24, Part 1, 4-334.

### PART 2 - PRODUCTS

(NOT USED)

## PART 3 - EXECUTION

### 3.1 COOPERATION WITH TESTING LABORATORY AND INSPECTORS

- A. Inspectors and representatives of the testing laboratory shall have access to the work. Provide facilities for such access in order that the testing, inspection, and the obtaining of samples may be done properly.
- B. Contractor shall deliver material specimens to the Owner's testing lab, which must by terms of the Contract be tested prior to inclusion in the Project, at least 45 days prior to scheduled delivery to the job site.
- C. 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 in the job.

### 3.2 TAKING SPECIMENS

- A. Field specimens and samples for testing, unless otherwise provided in these Contract Documents, shall be selected and taken by the Testing Laboratory or Project Inspector and not the Contractor. Sampling equipment and personnel will be provided by the testing laboratory. Deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory. Soil samples for approval of import fill shall be picked-up by the Testing Laboratory.

### 3.3 SCHEDULES FOR TESTING

- A. Establishing Schedule:
  - 1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
  - 2. Provide required time within the construction schedule.
- B. Revising Schedule: When changes of construction schedule are necessary during construction, coordinate such changes of schedule with the testing laboratory as required.
- C. Adherence to Schedule: When the testing laboratory is ready to test according to the determined schedules, but is prevented from testing or taking specimens due to incompleteness of the work, extra charges for testing attributable to the delay may be back-charged to the Contractor and will be deducted by the Owner from the Contract Sum.

### 3.4 REQUIRED TESTING

Tests and inspections for the following items, where applicable, will be required in accordance with referenced Sections/Chapters of California Building Code, 2013 Edition, Title 24, Part 2:

- A. FOUNDATIONS & RETAINING WALL:
  - 1. INSPECTION:
    - a. Inspection of Driven Deep Foundations  
1704A.8
    - b. Inspection of Cast-In-Place Deep Foundation 1704A.9
  
- B. CONCRETE (Chapter 19A)
  - 1. MATERIALS:
    - a. Portland Cement 1704A.4.1;  
1916A.1
    - b. Concrete Aggregates 1704A.4.1;  
1903A.3
    - c. Shotcrete Aggregates 1913A.3
    - d. Reinforcing Bars 1704A.4.1;  
1916A.2
    - e. Pre-stressing Steel & Anchorage 1704A.4.1;  
1916A.3
  
  - 2. QUALITY:
    - a. Proportions of Concrete 1905A.2;  
1905A.3;  
1905A.4
    - b. Strength Tests of Concrete 1905A.1.1;  
1905A.6
    - c. Shotcrete Proportions 1913A.2
    - d. Shotcrete Cores 1913A.5
    - e. Composite Construction Cores 1916A.4
    - f. Gypsum Concrete Strength Tests 1914A;  
1916A.6

3.	INSPECTION:	
a.	Job Site	1905A.7
b.	Batch Plant	1704A.4.2
c.	Waiver of Batch Plant	1704A.4.3
d.	Pre-stressed Concrete	1704A.4.4
e.	Shotcrete	1704A.17; 1913A
f.	Reinforcing Bar Welding	1903A.7; Table 1704A.3
g.	Post-Installed Anchors in Concrete	1916A.7
C.	LIGHT WEIGHT METALS	
1.	MATERIALS	
a.	Alloys	2002.1
b.	Identification	2002.1
2.	INSPECTION	
a.	Welding	2003.1
D.	MASONRY	
1.	MATERIALS	
a..	Masonry units	2103A.1
b.	Portland cement, lime	2103A
c.	Mortar and grout aggregates	2103A.8; 2103A.12; 2103A.12.3
d.	Reinforcing bars	2103A.13



2. QUALITY

- a. Portland cement tests 1916A.1
- b. Mortar and grout tests 2105A.2.2.1.4
- c. Masonry prism test 2105A.2.2.2
- d. Masonry core tests 2105A.4
- e. Masonry Unit Test 2105A.2.2.1
- f. Reinforcing bar tests 1916A.2

3. INSPECTION

- a. Reinforced masonry 1704A.5
- b. Reinforced Bar Welding 1704A.3.1.3;  
1903A.7

E. STRUCTURAL STEEL

1. MATERIALS

- a. Structural Steel 2205A.1
- b. Cold Form Steel 2209A.1
- c. Identification 2203A.1

2. QUALITY

- a. Tests of Structural and Cold Form Steel 2210A.1
- b. Tests of High Strength Bolts, Nuts, Washers 2212A.1
- c. Tests of End Welded Studs 2212A.2
- d. Steel Joists 2206A;  
1704A.3.2.1
- e. Non-Destructive Weld Tests 1704A.3.1

3. INSPECTION
  - a. Shop Fabrication 1704A.2;  
1704A.3
  - b. Welding 1704A.3.1
  - c. Nelson Stud Welding 1704A.3
  - d. High Strength Bolt Installation 1704A.3.3

F. WOOD

1. MATERIALS:
  - a. Lumber and plywood 2303.1
  - b. Glued Laminated Members 2303.1.3
2. INSPECTION:
  - a. Glued Laminated Fabrication 1704A.6.3.1;  
2303.1.3
  - b. Timber Connectors 1704A.6.4
  - c. Manufactured Trusses 1704A.6.2;  
1704.6.3.2;  
2303.4.7

END OF SECTION

SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Section:
  - 1. Division 1 Section "Summary of Work" for limitations on work restrictions and utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

## 1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

## 1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized steel bases for supporting posts.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Not Required.
- B. Common-Use Field Office: Not Required.
- C. Inspector Office: Not Required.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Division 1 Section "Summary of Work".
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Contractor not to use adjacent school toilet facilities.
- E. Heating and/or Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- H. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service overhead or underground, unless otherwise indicated.
  - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
  - 1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each facsimile machine in each field office.
  - 2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Architect's office.
    - e. Engineers' offices.
    - f. Owner's office.
    - g. Principal subcontractors' field and home offices.

3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Retain one of first two subparagraphs below. Retain first subparagraph for concrete or hot-mix asphalt pavement if permanent aggregate base may be used for temporary roads and paved areas.
3. Recondition base after temporary use, including removing contaminated material, regrading, proof rolling, compacting, and testing.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Street parking is available as posted.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements of local jurisdiction for "Construction Waste Management".
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- J. Temporary Elevator Use: Use of elevators is not permitted.
- K. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- L. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- M. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.



- B. Temporary Erosion and Sedimentation Control: Comply with requirements of the latest SWRCB Construction General Permit or authorities having jurisdiction.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of the latest SWRCB Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Comply with District requirements.
- F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- H. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- I. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- K. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- L. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Prohibit smoking in construction areas.
  2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  2. Keep interior spaces reasonably clean and protected from water damage.
  3. Discard or replace water-damaged and wet material.
  4. Discard, replace or clean stored or installed material that begins to grow mold.
  5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Remove materials that can not be completely restored to their manufactured moisture level within 48 hours.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures".

END OF SECTION



SECTION 015813  
TEMPORARY PROJECT SIGNAGE

PART 1 – GENERAL

1.1 PROJECT IDENTIFICATION

- A. Provide one 32 square foot Project Identification signs of wood frame and exterior grade plywood construction, painted, with exhibit lettering by professional sign painter, to District's design and colors as indicated on Drawings.
1. Confer with District for confirmation of names prior to lettering signs.
  2. Ground Clearance: Two feet.
  3. Materials: ½" MDO panel or exterior grade plywood panel with vertical structural members of 4x8 #2 creosote treated Douglas fir installed to depth of 4 feet below grade.
    - a. Stringers: 2x2 stingers of dense #1 Douglas fir, located behind top, bottom, and center of sign panel.
  4. Paint: Sign panel and structural members shall be painted on all sides and edges with two coats of exterior type alkyd paint over suitable primer and professionally lettered or silk screened.
  5. Typefaces: Optima.
  6. Seal: Obtain from District. Coordinate with Project Manager.
- B. Erect one sign at each street front site at locations established by District. Position parallel with street and locate in areas which will not interfere with construction activities.
- Signs: Remain on site until the buildings permanent exterior signing is installed, or as otherwise directed by the District.
- No other signs shall be permitted.
- C. Signs shall include the following:
1. Name of the School
  2. Title of Project.
  3. Rendering of the Project
  4. Seal of the District.
  5. Logo/Name of the Architect
  6. Logo/Name of the Contractor
- D. The project sign must be erected within 35 calendar days after Notice of award of this contract.

END OF SECTION



SECTION 016020  
STORAGE AND PROTECTION

PART 1 – GENERAL

1.1 SUMMARY

- A. Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to the General Conditions and Supplementary Conditions.
  - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the District, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
  - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The District may reject as non-complying such material and products that do not bear identification satisfactory to the District as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

- A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Architect and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the District to justify an extension in the Contract Time of Completion.

END OF SECTION



SECTION 017700  
CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES:

- A. Closeout Procedures
- B. Final Cleaning.
- C. Pest Control.
- D. Adjusting.
- E. Demonstration and Instructions.
- F. Project Record Documents.
- G. Operation and Maintenance Data.
- H. Warranties.
- I. Spare Parts and Maintenance Materials.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
- B. Prepare and submit to Architect a list of items to be completed or corrected, the value of the items on the list, and reasons why the Work is not complete.
- C. Submit written request to Architect for review of Work.
- D. Submit warranties, bonds, service agreements, certifications, record documents, maintenance manuals, receipt of spare parts and similar closeout documents.
- E. Make final changeover of permanent locks and deliver keys to Owner.
- F. Terminate and remove temporary facilities from Project site.
- G. Advise Owner of change over in heat and other utilities.
- H. Provide submittals to Architect that are required by governing or other authorities.
- I. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

- J. Submit affidavit of payment of debts and claims, AIA Document G706.
- K. Submit affidavit of release of liens, AIA Document G706A.
- L. Submit consent of contractor's surety to final payment, AIA Document G707.

### 1.3 FINAL CLEANING

- A. Execute final cleaning prior to final review by Architect.
- B. Employ experienced professional cleaners for final cleaning.
- C. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- D. Vacuum carpeted and soft surfaces. Shampoo if visible stains exist.
- E. Clean equipment and plumbing fixtures to a sanitary condition.
- F. Clean exposed surfaces of grilles, registers and diffusers.
- G. Replace filters of operating mechanical equipment.
- H. Clean debris from roofs, gutters, downspouts, and drainage systems.
- I. Clean site; sweep paved areas, rake clean landscaped surfaces.
- J. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- K. Clean light fixtures and replace burned out lamps and bulbs.
- L. Re-lamp all lamps and bulbs in lighting fixtures.
- M. Replace defective and noisy ballasts and starters in fluorescent fixtures.
- N. Leave project clean and ready for occupancy by Owner.

### 1.4 PEST CONTROL

- A. Engage an experienced, licensed exterminator to make final inspection and rid Project of rodents, insects, and other pests. Submit final report to Architect.

### 1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

## 1.6 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products, systems, and equipment to Owner's personnel two weeks prior to date of final review.
- B. For each demonstration submit list of participants in attendance.
- C. Provide two copies of video tape of each demonstration and instructions session.
- D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- F. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.
- G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

## 1.7 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work in contrasting color.
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product Section in contrasting color ink, description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Supplier and installers name and contact information.
  - 3. Changes made by Addenda and Modifications.

- E. Contract Drawings and Shop Drawings: Legibly mark each item in contrasting color ink to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  3. Field changes of dimension and detail.
  4. Details not on original Contract Drawings.
  5. Revisions to electrical circuitry and locations of electrical devices and equipment.
  6. Note change orders, alternate numbers, and similar information, where applicable.
  7. Identify each record drawing with the written designation of RECORD DRAWING located in prominent location.
- F. Record Digital Data Files: Immediately before inspection for Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  4. Refer instances of uncertainty to Architect for resolution.
  5. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    - (a) Refer to Section 013300 Submittal Procedures for requirements related to use of Architect's digital data files.
    - (b) Architect will provide data file layer information, record markups in separate layers.
- G. Submit documents to Architect at time of Substantial Completion.

## 1.8 OPERATION AND MAINTENANCE DATA

### A. Summary:

1. Organize operation and maintenance data with directory.

2. Provide operation and maintenance manuals for products, systems, subsystems, and equipment.
  3. Refer to Divisions 2 thru 33 for specific operation and maintenance manual requirements for the Work in those Divisions.
- B. Submit two sets prior to final review, bound in 8-1/2-inch x 11 inch, three ring D size binders with durable vinyl covers.
- C. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with laminated plastic tabs.
- E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Engineers, Contractor, subcontractors, and major equipment suppliers and manufacturers.
- F. Part 2: Operation and maintenance instructions, arranged by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
1. Performance and design criteria.
  2. List of equipment.
  3. Parts list for each component.
  4. Start-up procedures.
  5. Shutdown instructions.
  6. Normal operating instructions.
  7. Wiring diagrams.
  8. Control diagrams.
  9. Maintenance instructions for equipment and systems.
  10. Maintenance instructions for finishes, including recommended cleaning methods and materials.
- G. Part 3: Project documents and certificates, including the following:
1. Shop drawings and product data.
  2. Air and water balance reports.
  3. Certificates.

#### 4. Warranties.

##### 1.9 WARRANTIES

- A. Commencement of warranties shall be date of Substantial Completion.
- B. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
- C. Provide duplicate notarized copies in operation and maintenance manuals.
- D. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
- E. Provide Table of Contents and assemble in binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on the work that incorporates the products.
- H. Manufacturer's disclaimer and limitations on product warranties do not relieve suppliers, manufacturer's, and subcontractors required to countersign special warranties with Contractor.
- I. When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- J. When work covered by warranty has failed and has been corrected, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.
- K. Upon determination that Work covered by warranty has failed, replace or repair Work to an acceptable condition complying with requirements of the Contract Documents.

##### 1.10 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed.
- C. Obtain signed receipt for delivery of materials and submit prior to request for final review by Architect.

END OF SECTION

SECTION 017701  
PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 REFERENCE

- A. Requirements in Addenda, Alternates, Conditions, and Division 1 collectively apply to this work.

1.2 GENERAL

- A. As a prerequisite for final payment, Contractor to complete the work of this Section.
- B. Comply with requirements stated in "Conditions of the Contract" and in "Specifications" for administrative procedures in closing out the Work.
- C. Related Work Specified Elsewhere:
  - 1. Guarantee Form: See General Conditions.
  - 2. Close-out Submittals: See Respective Spec. Sections.

1.3 PREFINAL INSPECTION; SUBSTANTIAL COMPLETION

- A. Pre-final Inspection:
  - 1. Upon "substantial completion" of the Work, Contractor shall notify Architect and request a "pre-final inspection" of the Work.
  - 2. If Architect concurs that "substantial completion" has been reached, he will review the Work and list items to be completed or corrected. List will be amended as required to include items subsequently observed.
- B. Substantial Completion Defined: "Substantial Completion" of the Work is the status, as approved by the Architect, when construction is sufficiently complete, in accordance with the Contract Documents, so District can occupy or utilize the Work for the use for which it is intended, without incomplete work scope items either interior or exterior.

1.4 FINAL INSPECTION

- A. Reference: See General and Supplementary Conditions, titled "Final Adjustment and Completion".
- B. Final Inspection: When Contractor has complied with above Article, Architect will review the Work and list any items to be completed or corrected.
- C. Contractor shall correct and/or complete the Work.

## 1.5 GUARANTEES

A. General: Contractor shall guarantee in writing to District that:

1. "Contractor will repair or replace any and all work, together with any other work which may be displaced, damaged or marred in so doing, that may prove defective in workmanship and/or materials, or fail to conform to contract provisions and requirements within the period cited below, such period to begin on date of acceptance of work by District, without any expense whatsoever to District, ordinary wear and tear, and unusual abuse or neglect excepted."
2. Format: Contractor shall submit guarantees typed in the format indicated in "Guarantee Form", See General Conditions Exhibit K.
3. Number of Copies: Submit in duplicate to Architect.
4. Required Guarantees:
5. General: Submit all guarantees listed herein or required by various Spec. Sections; more stringent shall apply. Guarantee periods begin at the date of acceptance written on the "Notice of Completion" as accepted by the School District Board of Education.
6. General Guarantee:
  - a. By General Contractor; For The Entire Work: 1 Year

## 1.6 WARRANTIES

A. General: Submit all warranties required by various Spec. Sections.

## 1.7 CERTIFICATES

A. General: Submit all certificates and Verified Reports required by various Spec. Sections or listed herein, notarized as required.

## 1.8 OPERATION & MAINTENANCE DATA

A. General: Submit all manuals required by various General Conditions, Spec. Sections or listed herein; two copies each.

## 1.9 PROJECT RECORD DOCUMENTS

A. See Section 017720.



- B. Additional Information Required: In addition to the requirements in Section 017720, provide the following:
1. By measured dimensions (vertical and horizontal) from permanent improvements or buildings, locate the following new underground utilities, piping systems, and their appurtenances; and existing systems when known, uncovered, in work areas, adjacent to work areas, or modified as part of the work of this Project:
    - a. Site drainage systems piping and cleanouts.
    - b. Landscape sprinkler systems: Complete system, except non-pressure branch lines from automatic control valves to heads.
    - c. All fire protection systems.
    - d. All plumbing systems.
    - e. All electrical systems.
    - f. All pool systems.
  2. For gravity flow lines such as sewers and storm drains, locate all cleanouts, and indicate invert elevations at building lines, changes in direction, intersections, and property lines.
  3. Electrical Underground: In addition to locations, state number and sizes of conduits and wires, and provide invert elevations.
  4. Work Concealed Within Building Construction: Indicate by dimension the locations of Plumbing Systems, HVAC Systems, and Fire Protection Systems.
  5. Show any work performed that deviates from original Contract Documents.
  6. Show all work authorized by Change Order(s) and number of that Change Order.

END OF SECTION



SECTION 017720  
PROJECT RECORD DOCUMENTS

1.00 GENERAL

1.01 SUMMARY

- A. Section includes: General requirements for preparation, maintenance and delivery of record documents.

1.02 SUBMITTALS

- A. Deliver record documents and transparencies to Architect at completion of Project.
- B. Accompany submittal with transmittal letter, in duplicate, containing date, Project title and number, Contractor's name and address, title and number of each record document, certification that each document as submitted is complete and accurate, and signature of Contractor or its authorized representative.

2.00 PRODUCTS

Not Used.

3.00 EXECUTION

3.01 DOCUMENT MAINTENANCE

- A. Maintain one copy of the following in Contractor's field office at the site:
  - 1. Contract Drawings, including the DSA stamped set.
  - 2. Specifications and Addenda.
  - 3. Reviewed shop drawings.
  - 4. Bulletins and change orders, field change authorization and notice of clarification, and other modifications to Contract.
  - 5. Field test records.
- B. File record documents apart from constructions documents and maintain in clean, dry, legible condition. Make record documents available for review by the Owner and Architect during regular business hours.
- C. Do not use record documents for construction purpose.
- D. Record documents will be subject to a monthly review by the Architect prior to approval of each progress payment.

### 3.02 RECORDING

- A. Clearly label each document "PROJECT RECORD".
- B. Keep record documents current.
- C. Record and properly dimension deviations on the record drawings within 24 hours after work in affected area is completed. Dimensions shall be accurate to within 1 in.
  - 1. Use a fine felt or nylon tip pen with waterproof colored ink for marking.
  - 2. Legibly mark to record actual construction of the following:
    - a. Depths of various elements of foundation in relation to first floor level.
    - b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements. Cut-off points and point of connections of utilities.
    - c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
    - d. Field changes of dimension and detail.
    - e. Changes made by Change Order, Field Change Authorization and Notice of Clarification.
    - f. Details not on original Contract Drawings.
    - g. Do not permanently conceal any work until required information has been recorded.
- D. Legibly mark-up each Section of the Specifications to record the following.
  - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment installed.
  - 2. Changes made by change order, field change authorization and notice of clarification.
  - 3. Other matters not originally specified.
- E. Maintain shop drawings as record documents. Legibly annotate to record changes made after approval.

END OF SECTION

SECTION 017740  
WARRANTIES

PART 1 – GENERAL

1.1 SUBMITTAL REQUIREMENTS

- A. Assemble Warranties and Service and Maintenance Contracts, executed by each of the respective Manufacturers, Suppliers, and Subcontractors.
- B. Number of original signed copies required: Four (4) each.
- C. Table of Contents: Neatly typed in orderly sequence.
- D. Provide complete information for each one of the following items:
  - 1. Product or Work Item.
  - 2. Firm with name of principal, address, and telephone number.
  - 3. Beginning date of Warranty or Service and Maintenance Contract.
  - 4. Duration of Warranty or Service and Maintenance Contract.
  - 5. Provide the following information for the District's Personnel:
    - a. Procedures in case of failure of malfunction.
    - b. Instances, which affect Warranty.
  - 6. Contractor, name of responsible principal, address, and telephone number.

1.2 SUBMITTAL FORM

- A. The list identifies the submittal form requirements for WARRANTIES:
  - 1. Punch sheets for standard 3-ring binder.
  - 2. Size: 8-1/2 x 11 inches.
  - 3. Fold larger sheets to fit into binder.
  - 4. Cover: Identify each packet with typed or printed title "WARRANTIES". List:
    - a. Title of Project.
    - b. Name of Contractor.

END OF SECTION



SECTION 017823  
OPERATION AND MAINTENANCE MANUALS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Compilation of product data and related information appropriate for the District's maintenance and operation of products and equipment furnished under the Contract.
  - 2. Instruction of the District's personnel in the maintenance of products and in the operation of equipment and systems.
- B. Contractor shall comply with the requirements of this Specification Section, except where individual Specification Sections requirements are more stringent.

1.2 SUBMITTAL PROCEDURES

- A. Preliminary: Submit one copy of proposed manuals to the Project Manager at least fifteen (15) days prior to final inspection or acceptance.
- B. Final: Following the indoctrination and instruction of the District's operating and maintenance personnel, review proposed revisions to the manual with the Project Manager.
  - 1. Submit three copies of accepted data in final form 10 days after final inspection. Approval of submittal is a pre-requisite at Substantial Completion prior to the District's agendaizing project for acceptance by the Governing Board.

PART 2 – PRODUCTS

2.1 FORMAT

- A. Size: Minimum 4-inch three-ring binders for 8-1/2 inch by 11 inch punched pages, completely clear plastic covered for insertion of labels on spines and covers.
- B. Provide identifying tabbed pages. Classify by Division and by Section. All tabbing shall be in numerical order.
- C. Drawings:
  - 1. Provide reinforced punched binder tab. Bind drawings with text.
  - 2. Fan fold larger drawings to size of text pages, for easy foldout.

- D. Cover: Identify each volume with typed or printed label, List:
  - 1. Title of Project
  - 2. Identify of separate structures as applicable.
  - 3. Identify of general subject matter covered in the manual.
  
- E. Spine: Identify each volume with typed or printed label stating OPERATING AND MAINTENANCE INSTRUCTIONS, GUARANTEES AND SERVICE CONTRACTS and the following information:
  - 1. Title of Project.
  - 2. Divisions and Sections included within volume.
  - 3. Volume number (i.e. "1 of 4)

## PART 3 – EXECUTION

### 3.1 CONTENT OF MANUAL

- A. Table of Contents:
  - 1. List of each product indexed to the content of the volume.
  - 2. List with each product the name, address, and the telephone number of:
    - a. Subcontractor and installer.
    - b. Maintenance contractor, as appropriate.
    - c. Local sources of supply for parts and replacement.
  
- B. Product Data: Annotate each sheet to clearly identify the data applicable to the installation. Delete references to inapplicable information
  
- C. Drawings:
  - 1. Supplement product data with Drawings as necessary to illustrate the following:
    - a. Relationship of component parts of equipment and systems.
    - b. Control and flow diagrams.
  
  - 2. Do not include Project Record Drawings as maintenance drawings.



- D. Instructions: Provide written text, as required to supplement product data for the particular installation.
- E. Warranties, Guaranties, Bonds, and Service Contracts: Include a copy of each warranty, guarantee, bond and service contract issued.
  - 1. Provide information sheet for the District's personnel describing the following:
    - a. Propose procedures in the event of failure or emergencies.
    - b. Circumstances under which the validity of warranties, guaranties, or bonds might be compromised.

### 3.2 MANUAL FOR MATERIALS AND FINISHES

- A. Instructions for Care and Maintenance: Include manufacturer's data as follows:
  - 1. Recommendations for types of cleaning agents and methods.
  - 2. Cautions against cleaning agents and methods which are detrimental to the product.
  - 3. Recommended schedule for cleaning and maintenance.

### 3.3 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Content, for each unit of mechanical equipment and system, as appropriate:
  - 1. Description of Unit and Component Parts:
    - a. Function, normal operating characteristics, and limiting conditions.
    - b. Performance curves, engineering data, and tests.
    - c. Complete nomenclature and commercial number of replacement parts.
  - 2. Operating Procedures:
    - a. Start-up, break-in, routine, and normal operating instructions.
    - b. Regulation, control, stopping, shut-down, and emergency instructions.
    - c. Summer and winter operation instructions.

3. Maintenance Procedures:
    - a. Routine operations.
    - b. Guide to "trouble-shooting".
    - c. Disassembly, repair, and reassemble.
    - d. Alignment, adjusting, and checking.
  4. Servicing and lubrication schedule including list of lubricants required.
  5. Manufacturer's printed operating and maintenance Instructions.
  6. Description of sequence of operation by control manufacturer.
  7. Original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance, including:
    - a. Predicted life of parts subject to wear.
    - b. Items recommended to be stocked as spare parts.
  8. Control diagrams by manufacturer of controls as installed in project.
  9. Coordination Drawings and color coded piping diagrams.
  10. Charts of valve tag numbers, with the location and function of each valve.
- B. Content, for each electric and electronic system as appropriate:
1. Description of System and Component Parts:
    - a. Function, normal operating characteristics, and limiting conditions.
    - b. Performance curves, engineering data, and tests.
    - c. Complete nomenclature and commercial number of replaceable parts.
  2. Circuit directories of panelboards:
    - a. Electrical service.
    - b. Controls.
    - c. Communication.
  3. As-installed color coded wiring diagrams.

4. Operating Procedures:
  - a. Routine and normal operating instructions.
  - b. Sequences required.
  - c. Special operating instructions.
5. Maintenance Procedures:
  - a. Routine operations.
  - b. Guide to "trouble-shooting".
  - c. Disassembly, repair and re-assembly.
  - d. Adjustment and checking.
6. Manufacturer's printed Operating and Maintenance Instructions.
7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

#### 3.4 INSTRUCTION OF THE DISTRICT'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct the District's designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment, and systems installed in project.
  1. Provide services of factory trained instructors from the manufacturer of each major item of equipment or system.
- B. Operating and maintenance manual shall constitute the basis of instruction.
  1. Review contents of manual with personnel in full detail to explain all aspects of operation and maintenance.
  2. Review instruction on how to efficiently use state required energy conservation features, materials, components, and mechanical device.

END OF SECTION

